Solicitors' Journal.

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CURRENT TOPICS.

THE VACATION REGISTRAR for the first half of the Long Vacation will be Mr. Registrar Cobby.

WE ARE REQUESTED to call attention to the notice as to affidavits, which will be found in another column. Solicitors will greatly assist the officials by paying attention to the directions therein contained.

A GOOD DEAL has been said of the small legislative results of the present session. It may be well to state that up to Monday last, out of 151 public Bills which had been introduced in the House of Commons, 38 had been passed, and of these 13 had received the Royal assent. Thirty-three Bills had been dropped or withdrawn, and of the remaining Bills, over 30 were at or beyond the stage of committee.

THE EVENT OF THE WEEK, in a legal point of view, has been the reversal by the Court of Appeal of the doctrine of *Sykes* v. *Beadon* (27 W. R. 464), that "trusts" formed for the purpose of obtaining subscriptions from the public, investing such subscriptions in certain stocks, applying the interest on the investments in payment of coupons, and ultimately dividing the stocks among the subscribers, are illegal under section 4 of the Companies Act, 1862. The Master of the Rolls in the last-mentioned case assumed that the "trust" was "a company, association, or partnership" within the words of the Act. "The only point," he said, "I have to consider is whether this association or company was formed for the purpose of gain, either by the association or by the individual members thereof." And he further assumed that the "trust" was formed "for the purpose of carrying on any business" within the Act. The ground of these assumptions is to be found in his judgment in the case of *Re The Arthur Average Association* (23 W. R. 939), where he laid it down that the Act "broadly means this: all commercial undertakings shall be registered. That is the meaning of it as I understand it. It distinguishes in so many words, and intends to distinguish, between commercial undertakings on the one hand, and what one may call literary or charitable associations on the other hand." The Court of Appeal take issue with the learned judge as to both these assumptions. They deny that the trust is an "association"; for persons do not constitute an association when there are no mutual rights or obligations, merely because they have a common interest in a fund which is to be divided among them. They also deny that the trust was for the purpose of carrying on any business. If there was any business at all it was to be carried on by the trustees, but the trustees no more carried on business than do the trustees of a large property under a marriage settlement or will, having very extensive powers of changing investments. The grounds taken by the Court of Appeal are precisely those which, when discussing the legality of these trusts six years ago, long before any question had been raised, we stated as the reasons for contending that they did not require registration under the Companies Act. But we pointed out then what we still think constitutes a clear distinction between the trust under a marriage settlement or will and these "trusts"—viz., that in the one case the funds are placed in the hands of the trustees for safe custody only, and in the other "for the acquisition of gain."

FOR THE FIRST TIME, as far as we remember, a solicitor was last week punished by the Master of the Rolls for not acting upon a telegraphic notice of an *ex parte* order restraining a sale under a distress for rent. Telegrams stating that the sale had been restrained were received two hours before the time of sale by the auctioneer and the solicitor acting for the landlady. The auctioneer consulted the landlady and her solicitor, and, as they believed that the telegram was fictitious, he proceeded with the sale. The solicitor was ordered to pay the costs of the motion to commit for contempt, on the ground that "it was his plain duty, if he had any doubt as to the authenticity of the telegram, to have telegraphed to the plaintiff's solicitors and asked them whether it was genuine or not." The learned judge, in making this order, appears to have had in his mind the observations of Lord Justice James in *Ex parte Langley* (L. R. 13 Ch. D. 110), but he seems to have supposed that they applied only to the case of auctioneers and sheriffs' officers. We are at a loss to understand why the remarks should be thus restricted. What the Lord Justice said was that, "when parties who obtain an injunction wish to communicate it by telegram, there is a very obvious mode by which they can prevent difficulties. If the solicitor, instead of telegraphing to the sheriff's officer, were to telegraph to some solicitor as his agent at the place, and

tell him to go and give notice of the order, then the person affected would have the responsibility of an officer of the court for what he was doing." Why should not a solicitor, who is to be served with notice of an order, be entitled to the same responsibility? It should not be forgotten that the difficulty in these cases is usually occasioned by delay in applying for the restraining order, and it seems to us that it would be just in all cases to throw upon the person obtaining it the obligation of taking the precaution mentioned by the Lord Justice.

The recent case of *Cummins* v. *Fletcher*, (28 W. R. 772) removes a misapprehension as to the consolidation of mortgages. The principle on which this doctrine rests is, that he who seeks the assistance of equity must himself do equity. The person whose right to redeem is purely equitable must act equitably to the mortgagee, and not redeem one only of his securities leaving him with the chance of deficiency on the other. These are the terms on which the court affords its assistance to the mortgagor who is compelled to ask it. But when a mortgagor has a legal right to redeem, there is no ground for imposing any conditions upon him. In other words, there is no rule of the courts of equity that, whenever two properties are subject to two mortgages to the same mortgagee, one shall not be redeemed without the other. In *Cummins* v. *Fletcher* the assign of the mortgagor in a building society mortgage, the payments on which had been punctually kept up, applied to the society to redeem the mortgage. The society claimed that he must also redeem another mortgage to them by the same mortgagor, on which default had been made. The Court of Appeal decided against this claim. "It seems to me," said Lord Justice James, "that when a man has a legal right in one property—the 1871 mortgage in this case—he has no occasion whatever, and never will have any occasion, to come into a court of equity. The fact of these two properties being subject to two mortgages gives the court of equity no more power than it has to take any other property belonging to him for the purpose of satisfying the debt for which there was insufficient security." It is to be observed that in the infancy of the doctrine of consolidation, when it was supposed to relate only to legal mortgages, Sir William Grant, in *Jones* v. *Smith* (2 Ves. jun. 376), seems to have expressly confined its operation to cases where both estates are within the domain of equity by saying that, "if two separate estates are mortgaged, by which I understand the legal estate absolutely *and at law irredeemably conveyed*, this court will not interpose in favour of the redemption of one without the redemption of both."

It is stated that a house surgeon at the Gloucester Infirmary has been unsuccessfully sued by a labourer for damages for a *post-mortem* examination of his wife, made without his knowledge or consent. The plaintiff admitted that he had not suffered any pecuniary loss, but alleged that "the examination had hurt his feelings," and that portions of the body had been taken away, an allegation which was denied. It is worth noticing that a very similar case arose some years ago before one of the superior courts of Cincinnati. The surgeon there contended that there was no property in a dead human body, and there could, therefore, be no legal remedy for an injury to a corpse. But the court held that, although at common law there could be no property in a corpse, yet the law gave to the husband the custody of the wife's corpse for the purpose of decent burial, and there would be a civil remedy for any interference with this right.

It will be seen from the list we print elsewhere, that there were seventy-five candidates at the last Honours Examination of the Incorporated Law Society, and that of these eighteen succeeded in obtaining a place in the first class. Twenty candidates appear to have been plucked.

Lord Justice Cotton announced last Saturday that it was intended to issue a General Order to enable the Paymaster-General to deal with the converted East Indian Railway Stock in the same way as the original East Indian Railway Stock, without the necessity of any application to the court.

THE IRISH LAND ACT (1870).

In the course of the discussions upon the Compensation for Disturbance Bill, a question of some importance, respecting the nature and extent of the rights given to the Irish tenantry by the Land Act of 1870, has been raised, and not, as we think, very satisfactorily answered.

It is hardly necessary to say that we have no intention of entering upon any discussion of the policy of the Bill in question, or of the desirability of granting to any tenantry, Irish or other, proprietary rights in the soil they occupy; we are only concerned with the much narrower question, What are the rights now in fact enjoyed by occupying tenants in Ireland, and whence and how were those rights derived and conferred? And for this purpose it is necessary at the outset to draw a distinction, too often overlooked, between the Province of Ulster and the rest of Ireland, a distinction a due regard to which would have saved Mr. Sullivan from the ludicrous error into which he was betrayed on the last night of the debates in committee. For the tenantry of Ulster, or the greater part of them, have unquestionably rights in the soil which are essentially rights of property; rights which have been purchased with hard cash, if not by the tenants themselves, at any rate by their predecessors in title, and this always with the connivance, generally with the active co-operation, of the landlord or his agent; and the existence of such rights has never, in this century at least, been denied in Ulster, though much difference of opinion has existed, and still exists, as to their extent, and the limits and conditions to which they are subject. As the rights themselves are essentially customary, it naturally follows that they are subject to considerable variation, the custom on one estate seldom accurately agreeing with that on any other, and even the different holdings on the same property being not unfrequently subject to different customs, according to the origin of the tenancy, or the devolution of the landlord's interest. All the varieties, however, present the same general features—viz., a right in the tenant, when giving up his holding, whether voluntarily or otherwise, to offer "the goodwill" for sale, under conditions, more or less stringent, as to the character of the purchaser and the terms of his acceptance by the landlord; and a right in the landlord to fix, within certain more or less elastic limits, the terms upon which the incoming tenant should be permitted to hold. This right was not conferred on the tenant by the Land Act; it has existed and been recognized for generations; and, at least until after the operation of the Incumbered Estates Court had introduced a number of landowners, "who knew not Joseph" into the province, it was never questioned in an ordinary case, though its applicability in certain circumstances was often hotly contested—*e.g.*, on some estates it was never recognized when the tenant had a lease, however short, the contention being that *the lease* was what he had paid for, and that, therefore, he could have no rights beyond his bargain; and there were many estates where a tenant who had not bought (or inherited from some one who had bought) was not allowed to sell.

The nearest analogy, perhaps, to the Ulster "tenant-right" would be found in copyhold tenure, with, however, this important difference, that the courts in England have recognized and enforced the rights of the copyholder from a very early period, whereas the courts in Ireland, till compelled by the Land Act, steadily refused to recognize the peculiar position of the Ulster tenantry at all. These tenants had, from generation to generation, bought and sold their rights of occupancy, with the full knowledge of the landlords, who, moreover, found in the sale of the goodwill a most valuable addition to their security, the arrears of rent being always a first charge on the purchase-money, and so firmly rooted was the confidence in the custom thus engendered, that we have frequently known tenants to refuse to accept leases for twenty-one years, when voluntarily offered by the landlords, on the ground that the goodwill of a tenancy (in law) from year to year was a more saleable property. It would, of course, be an intolerable wrong if a landlord, who knew that an incoming tenant had given a large sum of money for the goodwill of his holding, on the faith of being permitted to dispose of it again when leaving, and who had, perhaps, received a large portion of the money in the shape of arrears of rent, otherwise irrecoverable, had afterwards, in reliance on a strict legal right, refused to give effect to the tacit agreement in question, and insisted upon taking possession of the land, and confiscating the goodwill without compensation. It is, however, to the credit of the landlords of Ulster that, although the Irish courts, both of law and equity, had, so long ago as the Chancellorship of Lord Lifford, refused to recognize the validity of the custom, it was all but universally respected throughout the province, at least except in those doubtful classes of cases to which reference has been already made. To the rights thus acquired the Land Act added nothing; it did, indeed, expressly legalize all such customs as could be proved, and enabled the tenants to enforce their rights under them by the medium of the county courts—*i.e.*, it substituted the discretion of the county court judge for the conscience of the landlord in applying the right, but the right itself remained entirely unaltered.

But the condition of the tenantry throughout the South-west of Ireland was, and is, entirely different. With exceptions so few as to be immaterial, neither they nor any one through whom they claimed ever had paid a single shilling for their right of occupancy, nor had the landlord ever received directly or indirectly any benefit from their occupation beyond the payment of the stipulated rent, or (more frequently) some part thereof. They were, therefore, absolutely without those moral rights which constituted the foundation of the Ulster customs, and were simply in the position of any other persons who had hired the use of a commodity—say a horse, or a steam-engine—upon a bargain to pay a fixed rent for it, and to return it any time upon six months' notice. It was, indeed, alleged, and with just sufficient show of truth to require *some* recognition, that they, or some of them, had laid out money upon improvements, and so long ago as 1860 an Act was passed with the object of securing to the tenant, on quitting his holding, full compensation for all such improvements as he might have effected with the landlord's consent. This right was considerably extended by clause 4 of the Act of 1870, but so far as we can learn, the cases, even in the North, where this clause has had any operation, have been very few and far between. The 3rd clause of this Act, however, conferred upon the tenant a right of an entirely new kind, utterly different as well from anything arising out of the contract of tenancy, as from any customary right which ever existed in Ireland or elsewhere. If we remember rightly, this clause was not in the Bill as originally introduced, but was added at the instance of the late Mr. McCarthy Downing, then M.P. for the county of Cork, who threatened the Bill with an opposition which might have proved fatal to it, on the ground that, as framed, it provided no security against "capricious evictions." Although the bargain between landlord and tenant had been that possession should be given up on six months' notice, and no "equity" whatever existed, or was alleged, for varying the agreement, still, it was argued, it was such a hardship to the tenant to be obliged to leave his holding, that a landlord who enforced his right of re-entry without sufficient cause ought to be compelled to make good the loss thus caused. The *avowed* object was to check evictions for political reasons, and the clause was so framed as not to apply to cases where the tenant had been guilty of a breach of any of the fundamental conditions of his tenancy—*e.g.*, non-payment of rent, sub-letting, waste, &c.

And here we may appropriately notice a peculiarity in the law in Ireland which has not been sufficiently kept in sight. Besides his ordinary common law right to bring an ejectment, arbitrarily, upon notice to quit, a landlord in Ireland to whom a year's rent is due has a statutory remedy analogous to a mortgagee's right of foreclosure. He may bring an ejectment "for non-payment of rent," a proceeding which differs from the ordinary ejectment "on the title" in several important particulars. It requires no notice to quit: it can be stopped at once by payment of the arrears of rent: even after decree the tenant has six months' "equity of redemption," and the landlord is unable to admit a new tenant during that time so as to defeat the equity. As the process of eviction is hardly ever resorted to except for the purpose of compelling payment of rent, the superior rapidity and cheapness of this process have caused it in great measure to supersede the old ejectment on the title, but it is obvious, from the nature of the proceeding, that it cannot be used as an instrument for "capricious" eviction. This process, therefore, never could be a "disturbance" within the meaning of the Land Act, and is, indeed, a rather substitute for an action of debt than an ejectment in the proper sense of the term, which is an action to vindicate a right of possession.

It will be seen from the foregoing that the right of compensation for disturbance given by the 3rd clause of the Land Act differs fundamentally, both in nature and origin, from the rights of sale arising under the customs of Ulster: these have been purchased by the tenant with hard cash expended with the knowledge of the landlord, that has been given, without any consideration moving from the tenant, by the will of the Legislature, and for reasons mainly political these: exist at all times, and may be exercised by the tenant, no matter under what circumstances he may be quitting his tenancy, that has no existence whatever unless or until the tenant is "disturbed" by the voluntary act of the landlord: these can never, under any circumstances, necessitate a payment by the landlord to the tenant, that can never operate in any other manner: under these the landlord is more or less compensated for the diminution of his proprietary rights by increased security for his rent, that has been imposed upon him without any compensation whatever.

Any argument, therefore, in support of the one drawn from the existence of the other, is entirely fallacious; each must be supported, if at all, on its own merits: these we have no intention of discussing; it is enough for our purpose if we have cleared the question of an element of ambiguity which seems to have misled more than one of the speakers, on both sides, in the late debates upon the subject.

The death is announced of Emerich Zlinsky, a judge of the Hungarian Supreme Court. He was looked upon as the highest authority on Hungarian private law. His untimely death has prevented the completion of a great work on the "Hungarian System of Private Law," on which he was engaged for some years.

LIABILITY OF TENANT FOR LIFE FOR PERMISSIVE WASTE.

It sometimes excites surprise to find that points which one would suppose must have frequently arisen have either never been decided or have never been reported. Such a point arose in a case of *Woodhouse* v. *Walker* (28 W. R. 765), recently decided by the Queen's Bench Division. The facts were these. A testator devised certain houses to his wife for life, "she keeping them in repair," with remainder to the plaintiff in fee. The tenant for life entered upon and enjoyed the houses during her life, but neglected to repair them, and at her death the plaintiff repaired them, and brought his action in the county court against her executor to recover the expenses so incurred. The county court judge decided against the plaintiff, apparently on the ground that no action of tort in respect of the permissive waste would have lain against the tenant for life in her lifetime, and that, consequently, no action lay against her executor under 3 & 4 Will. 4, c. 42, s. 2, which applies only to actions for wrongs. Against this decision the plaintiff appealed. It was argued on the part of the plaintiff that an implied contract to repair arose as against the tenant for life from acceptance of the devise, on the ground that if she accepted the devise she must accept the burthen to which it was expressly made subject. It seems to us that there is great difficulty in working out this notion. With whom can such a contract be supposed to be made? What privity of contract is there between the tenant for life and the remainderman. There may be several remaindermen with different estates. Is there a contract with each of them? It ultimately became unnecessary for the court to express any opinion on this contention, because they came to the conclusion that the county court judge was wrong, and that an action of tort would have lain against the tenant for life for the permissive waste in her lifetime, and consequently that it lay against her executor.

It is satisfactory, so far as the justice of the case is concerned, that the court were able to come to this conclusion; and the *dicta* contained in the ancient books of authority are certainly somewhat in its favour. It is no doubt equitable that a person who accepts a devise should accept it subject to the burthens imposed upon it by the devisor, if such burthens are not contrary to public policy. There is, however, considerable difficulty in reducing the law on this subject to logical principles. Lord Coke says (2 Inst. 300), that the common law gave an action of waste against tenants in dower and by the curtesy, but not against tenants for life or for years, the reason being this—viz., that as the law created estates in dower and by the curtesy, the law gave a remedy for waste, whereas estates for life and for years arising from grant or devise, the party making such grant or devise might have provided expressly against waste, and, therefore, it is his own negligence or default if he does not. This is rather strange reasoning, because it seems hard on remaindermen or reversioners who were no parties to the negligence or default of the party creating the particular estate, and it is they who suffer. It may be said that they have privity of estate with the original grantor, and so ought to suffer for his neglect, but the whole doctrine savours of extreme narrowness and unreality. It looks very much as if some rigid worshippers of precedent had in olden times, finding no precedent for an action of waste against tenant for life or for years, held that the action would not lie, and the reason was subsequently invented to justify the law. The Statute of Marlbridge afterwards gave an action of waste against the "fermors" of tenements, in which term tenants for life as well as for years were held to be included, and the Statute of Gloucester increased the stringency of the remedy. The action of waste was in process of time superseded by the action on the case for waste, but the principles which governed the whole action still apply to the more modern form of action. The ancient authorities, such as Lord Coke (2 Inst. 145), seem to have thought that the provisions of the Statute of Marlbridge applied to permissive as well as commissive waste, but there is a conflict between the modern *dicta* on this point and the opinion so expressed by Lord Coke (see 1 Wms. Saunders, 323, 2 Wms. Saunders, 251). In *Jones* v. *Hill* (7 Taunt. 396), it is said that waste can only lie for that which would be waste if there were no stipulation respecting it, and, therefore, it could not be waste to leave premises in a worse condition that A. B. had put them into. The reporter inserts in the head-note a *semble* that an action for permissive waste will not lie against tenant for years, but the judgment does not appear to contain any *dictum* to that effect. It has been held that an injunction in respect of permissive waste is not grantable except in cases where there is an express covenant; but that does not seem conclusive on the point. The truth is that in the case of tenants for years there is almost always an express covenant to repair, and so no question as to permissive waste can arise. With regard to tenants from year to year it may be argued that their estate is but a sort of expansion of the tenancy at will, and tenants at will stand on a different footing. It may well be that they were not within the Statute of Marlbridge (see Wms. Saunders, *ubi supra*). In the case of *Gibson* v. *Wells* (1 N. R. 290) it was certainly held that the action for permissive waste did not lie, but there the action was against a tenant at will.

The court held it to be unnecessary to determine as to the liability of tenants for years to an action for permissive waste in ordinary cases, because in the case we are discussing they thought that the action lay at common law, and, therefore, there was no necessity for considering the effect of the Statute of Marlbridge in this respect, or choosing between the conflicting authorities on the subject. They held that the reasons given by Lord Coke for the non-existence in general of an action of waste against tenants for life or years by implication showed that at common law an action of waste lay when the grantor of the particular estate had expressly stipulated against waste. This is perhaps a somewhat slender foundation to build upon, but the conclusion is a reasonable one. It may be urged that Lord Coke's meaning was that, as there were means by which the grantor could bring about the desired effect without the action of waste, such an action was altogether unnecessary. He might have insisted on a covenant, or he might have provided for a forfeiture of the estate in the case of waste. It does not seem to us, therefore, to follow necessarily, from Lord Coke's words, that an action of waste lay at common law in a case where there was an express stipulation against waste. But it is very reasonable that such an action should lie, and we think that a little agility in jumping to the result that it would lie was very well bestowed, though we can imagine future difficulties arising from the decision—as, for instance, when there are successive remainders, and the case is not, therefore, so simple as that of tenant for life and immediate remainderman in fee. Again, it is true, no doubt, that the conflict of opinions which we have alluded to arose with regard to the action of waste under the Statute of Marlbridge, but on consideration it seems that the same question substantially arises with regard to the common law action of waste. Did an action for permissive waste lie at the common law against the tenant by the curtesy or the guardian in chivalry? We should doubt it. The judgment of the court appears to assume, not only that an action of commissive waste lay at the common law when the instrument creating the estate provided against it, but that an action for permissive waste lay when such instrument prescribed repair, which is perhaps going a step further. The *dictum* in *Jones* v. *Hill*, that nothing is waste except that which would be waste if there were no stipulation against it, seems difficult to reconcile with the decision in *Woodhouse* v. *Walker*. But these are,

perhaps, over-subtle refinements. The truth is that the justice of the case required that the person who took the estate subject to a burthen should be made liable to the burthen, and the court, finding a loophole in the ancient doctrine through which they could reach the mark, somewhat ingeniously availed themselves thereof. It is a curious illustration how our judge-made law, through somewhat tortuous ways, reconciles decisions required by the justice of the cases with which is has to deal with the ancient precedents.

Recent Decisions.

FOLLOWING TRUST FUNDS INTO BANKING ACCOUNT.

(*In re Hallett's Estate*, C. A. 28 W. R. 732.)

WHATEVER may be thought of the course pursued by the majority of the Court of Appeal in this case, of overruling successive decisions of eminent judges of co-ordinate jurisdiction, there can be little question that the result is to bring the law more into harmony with general principles. As Lord Justice Turner said in *Pennell* v. *Deffell* (4 De G. M. & G. at p. 388), it is an undoubted principle that, as between *cestui que trust* and trustee, and all parties claiming under the trustee otherwise than by purchase for valuable consideration without notice, all property belonging to a trust, however much it may be changed or altered in its nature or character, and all the fruits of such property, whether in its original or altered state, continues to be subject to, or affected by, the trust. If a trustee pays trust money into a bank to his credit, the account being a simple account with himself, not marked or distinguished in any other manner, the debt thus constituted from the bank to him is one which, so long as it remains due, belongs specifically to the trust, just as the money so paid would have done had it been specifically placed by the trustee in a particular repository and remained there. If the trustee subsequently pays into the same banking account private moneys of his own, the character of the moneys previously paid in is not altered, and the court will separate and secure them for the benefit of the *cestuis que trust*. The difficulty has arisen where there has been a series of payments into and drawings out of the banking account by the trustee, so as to leave a balance in the hands of the banker derived partly from the trust estate and partly from the private property of the trustee. How is it to be ascertained what portion of this balance has been derived from the one source, and what from the other? According to Lords Justices Knight Bruce and Turner, in *Pennell* v. *Deffell*, this is to be ascertained by applying the rule in *Clayton's case* (1 Mer. 572)—viz., that in the absence of any other specific arrangement between banker and customer, the first item on the credit side is to be applied to the first item on the debit side, and so on. The result is that if the trust fund happens to be paid in first, subsequent drawings by the trustee will be considered as diminishing, and ultimately it may be entirely destroying, the right of the *cestuis que trust* to have any part of the balance appropriated to the repayment of the trust fund. The principle is applicable, said Lord Justice Knight Bruce, "notwithstanding the different nature and character of the sums forming together the balance due from the bank to the trustees, and whatever the nature and objects of the cheques."

The rule in *Clayton's case*, as laid down by Sir William Grant, was not, however, an absolute principle of this kind, but a rule based upon the presumed intention of the parties, in the absence of any expression of intention or of circumstances from which an intention can be implied with reference to the particular sums out of which the payments are to be made. It was expressly stated by Sir W. Grant (1 Mer. 608) that it applied in cases where "there is no room for any other appropriation than that which arises from the order in which the receipts and payments take place and are carried into the account. *Presumably* it is the sum first paid in that is first drawn out." In *Henniker* v. *Wigg* (4 Q. B. 792), Lord Denman said that, while the doctrine of *Clayton's case* generally speaking admitted of no doubt, it was equally certain that a particular mode of dealing between the parties might entirely vary the case. And in *City Discount Company* v. *McLean* (L. R. 9 C. P. 692) the Exchequer Chamber held that the presumption of appropriation laid down in *Clayton's case* might be rebutted by evidence showing that such appropriation could not have been the intention of the parties. Under the circumstances of *Clayton's case*, it was, said Bramwell, B., "reasonable to hold that the earlier items of debit were extinguished by the earlier items of credit. But we must decide every case according to its own circumstances."

Now, in *Pennell* v. *Deffell* and *In re Hallett's Estate*, we have a trustee drawing out money for his own purposes from a banking account consisting partly of trust funds and partly of his own moneys. It is obviously more reasonable to presume that the trustee intended that the drawing out should be attributed to his own moneys, than that he intended unlawfully to draw out the trust funds and appropriate them to his own purposes. If so, the presumption laid down in *Clayton's case* must give way to this evidence of intention, and the drawings out by the trustee for his own purposes must be attributed to his own funds. This was the decision of the majority of the court in *In re Hallett*.

General Correspondence.

IS IDENTITY OF NAME EVIDENCE OF IDENTITY?

[*To the Editor of the Solicitors' Journal.*]

Sir,—The learned President of the Probate, Divorce, and Admiralty Division holds that identity of name is no evidence of identity. Thus in a very recent case, in which a certificate of a marriage — a bigamous marriage—was given in evidence, he ruled, although the name of the husband mentioned in the certificate was identical with that of the respondent, and was by no means a common name, and although his profession as therein stated was the same as that of the respondent, that the certificate was no evidence that it was the respondent who was married. The petitioner fortunately was able to give evidence of the identity of the person mentioned in the certificate with the respondent, and therefore the President's ruling became immaterial in the particular case; but, as it may frequently happen that it will be difficult, or at all events, expensive, to prove identity, if identity of name is not accepted as *primâ facie* evidence of it, it may be useful to refer to some of the decisions on the question.

In *Sewell* v. *Evans* (4 Q. B. 626), it was decided that in an action on a bill of exchange executed by a person bearing the defendant's name, it was not necessary to give evidence strictly identifying the person whose signature is proved with the party on whom the process has been served, unless facts appear which raise a doubt of the identity. Lord Denman said: "In cases where no particular circumstance tends to raise a question as to the party being the same, even identity of name is something from which an inference may be drawn. If the name were only John Smith, which is of very frequent occurrence, there might not be much ground for drawing the conclusion, but Henry Thomas Ryder are not so numerous. . . . Lord Lyndhurst, C.B., asks why the *onus* of proving a negative in these cases should be thrown upon the defendant. The answer is, because the

proof is so easy; he might come into court and have the witness asked whether he was the man."

In *Hamber* v. *Roberts* (7 C. B. 861), in an action by a messenger of the Court of Bankruptcy against James Roberts, for fees due from him as petitioning creditor under a *fiat*, it was held that the plaintiff proved a *primâ facie* case by putting in the proceedings under the *fiat* without proving the identity of the defendant with the James Roberts named therein as the petitioning creditor. Wilde, C.J., said: "I think the evidence given on this occasion proved a *primâ facie* case, and it would be productive of much mischief to give rise to a doubt by granting a rule."

Lastly, in *Hubbard* v. *Lees* (L. R. 1 Ex. 255), an action of ejectment, a number of certificates of births, baptisms, *marriages*, and burials were produced from parish registers, and were objected to, on the ground that there was no evidence of the identity of the persons named in them with the persons of the same name who occurred in the plaintiff's line of proof. The learned judge admitted the evidence. Mr. Powell, Q.C., moved for a new trial, on the ground (amongst others) that the certificates were improperly admitted; and "the court, in granting a rule upon the other points, refused it on the objection as to the certificates, saying that the question of identity was entirely for the jury, and that they would not allow any doubt to be raised upon this point."

Temple, July 21. J. D. W.

Law Students' Journal.

INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

June, 1880.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following gentlemen as being entitled to honorary distinction:—

FIRST CLASS.

[In order of merit.]

Charles Thwaites, who served his clerkship to Mr. Frederick Wm. Fisher, of Doncaster; and Messrs. Van Sandau & Cumming, of London.

James White, LL.B., who served his clerkship to Messrs. Barnard & Co., of London.

Benjamin Alexander Elkin, LL.B., who served his clerkship to Mr. Robert Dixon, of London.

Frank George Crafter, who served his clerkship to Messrs. Peacock & Goddard, of London.

John Hodgson, who served his clerkship to Messrs. E. & E. L. Waugh, of Cockermouth.

Robert Todd, who served his clerkship to Mr. James Girdlestone, of London.

James Douglas, who served his clerkship to Messrs. Lingards & Newby, of Manchester; and Messrs. Cunliffe, Beaumont, & Davenport, of London.

Francis Beaumont Moyle, who served his clerkship to Messrs. Hine-Haycock & Bridgman, of London.

Walter Herbert Cowl, who served his clerkship to Mr. Arthur Edwin Cowl, of Liverpool and Great Yarmouth.

Alfred Robinson, who served his clerkship to Messrs. Drawbridge & Rowntree, of Scarborough; and Messrs. Torr, Janeways, Torr, & Gribble, of London.

Charles John Davison, who served his clerkship to Mr. James William Lambert, of London.

David Johnstone, who served his clerkship to Mr. Philip John Wm. Cooke, of Gloucester; and Mr. James Milward Weightman, of London.

Charles Atkinson, who served his clerkship to Messrs. T. & R. Nicholson, of Morpeth; and Messrs. Rogerson & Ford, of London.

Arthur William Stone, who served his clerkship to Messrs. Evans & Peacock, of London.

Edmund Henry Parker, who served his clerkship to Messrs. J. & A. Burton & Scorer, of Lincoln; and Messrs. Taylor, Hoare, & Taylor, of London.

James Carter Harrison, who served his clerkship to Messrs. Hogan & Hughes, of London.

Robert Dudley Baxter, who served his clerkship to Messrs. Baxters & Co., of London.

John Moore Bayley, who served his clerkship to Mr. William Barber, of Birmingham.

SECOND CLASS.

[In alphabetical order.]

Edward Bedford, who served his clerkship to Mr. John Peed, of Whittlesey; and Messrs. Speechly, Mumford, & Co., of London.

John Bickford, jun., who served his clerkship to Mr. Robert George Abraham, of Ashburton, Devon; Messrs. Charles & John Kitson, of Torquay; and Mr. George Edward Philbrick, of London.

John Nicholds Cotterell, who served his clerkship to Mr. George Cotterell, of Walsall; and Messrs. Bower & Cotton, of London.

Thomas Cross, who served his clerkship to Messrs. Buller & Bickley, of Birmingham.

George Robert Dransfield, who served his clerkship to Mr. William Brewis Elsdon, of Newcastle-upon-Tyne; and Messrs. Pattison, Wigg, Gurney, & King, of London.

Charles Eagleton, who served his clerkship to Mr. Octavius Chapman Tryon Eagleton, of London.

John Thomas Edmonds, who served his clerkship to Messrs. Bischoff, Bompas, Bischoff, & Co., of London.

John Edward Fox, who served his clerkship to Mr. William Tomlinson Page, the younger, of Lincoln.

Basil Edward Hardy, who served his clerkship to Messrs. Parkers, of London.

John Haviland, who served his clerkship to Messrs. Meade-King & Bigg, of Bristol.

Thomas Heath, who served his clerkship to Messrs. H. T. Smith & Benett, of Devonport.

Edward Tyrrell Jaques, who served his clerkship to Messrs. Layton & Jaques, of London.

George William Jessop, who served his clerkship to Messrs. Robinson & Longden, of Sunderland; and Messrs. Rawson, George, & Wade, of Bradford.

Galen Jewell, who served his clerkship to Mr. William Marshall, of Southsea, Hants.

Matthew Henry Jones, who served his clerkship to Mr. Robert Knowles, of Liverpool.

Thomas Butler Redfearn, who served his clerkship to Messrs. Chatham & Son, of Hull.

Francis Shelton, who served his clerkship to Mr. William Oliver Reader, of London.

Arthur Edwin Sykes, who served his clerkship to Messrs. Woodhouse & Peach of Hull; and Messrs. Bell, Brodrick, & Gray, of London.

Sydney Thompson, M.A., who served his clerkship to Messrs. Hollams, Son, & Coward, of London.

THIRD CLASS.

[In alphabetical order.]

John Cook Bulman, who served his clerkship to Messrs. Forshaw & Parker, of Preston.

Waples Canwarden, who served his clerkship to Mr. Charles Francis Yorke, of London.

Alexander Joseph Cheadle, who served his clerkship to Mr. William Crowther Umbers, of Wolverhampton.

Arthur James Greenop, who served his clerkship to Messrs. Tatham, Oblein, & Nash, of London.

Francis Jackson Kent, who served his clerkship to Messrs. Wilkins, Blyth, & Fanshawe, of London.

Joseph Stevenson Lawson, who served his clerkship to Mr. Charles Bulmer, of Leeds.

Addington Newton Olding, who served his clerkship to Mr. Frederick Kent, of London; and Mr. John Attenborough, of London.

Frederick Henry Hooper Orchard, who served his clerkship to Mr. Thomas Floud, of Exeter.

James Albert Orchard, who served his clerkship to Mr. John George Galloway Redford, of Sidmouth.

Henry Bishop Priest, who served his clerkship to Messrs. Hill & Dickinson, of Liverpool; and Messrs. Gregory, Rowcliffes, & Rawle, of London.

George Roose, who served his clerkship to Mr. Thomas George Everill, of London.

James Rose, B.A., who served his clerkship to Messrs. Phillips & Son, of Chippenham; and Messrs. Whitakers & Woolbert, of London.

Frederick William Skardon, who served his clerkship to Messrs. Edmonds & Son, of Plymouth.

Ernest Theodore Smith, who served his clerkship to Mr. William Henry Smith, of London.

William Ernest Taylor, who served his clerkship to Messrs. Sanders, Smith, & Parish, of Birmingham.

James William Henry Walsh, who served his clerkship to Messrs. Trollope & Winckworth, of London.

Hugh Septimus Winter, who served his clerkship to Messrs. Plummer & Fielding, of Canterbury; and Messrs. Speechly, Mumford, & Co., of London.

Herbert John Wright, who served his clerkship to Messrs. Flavell & Bowman, of London.

The Council of the Incorporated Law Society have accordingly given class certificates and awarded the following prizes of books:—

To Mr. Thwaites, the prize of the Honourable Society of Clement's-inn. Value ten guineas.

To Mr. White, the prize of the Honourable Society of Clifford's-inn. Value five guineas.

To Mr. Elkin, the prize of the Honourable Society of New-inn. Value five guineas.

To Mr. Crafter, Mr. Hodgson, Mr. Todd, Mr. Douglas, Mr. Moyle, Mr. Cowl, Mr. Robinson, Mr. Davison, Mr. Johnstone, Mr. Atkinson, Mr. Stone, Mr. Parker, Mr. Harrison, Mr. Baxter, and Mr. Bayley, prizes of the Incorporated Law Society. Value five guineas each.

The council have given class certificates to the candidates in the second and third classes.

The number of candidates examined was seventy-five.

New Orders, Etc.

NOTICE AS TO AFFIDAVITS.

General Directions as to Searching for Affidavits.] All affidavits filed in the Central Office are deposited in the affidavit room and entered in the index books under the initial letter of the suit or matter in which the affidavit is used. There are two distinct sets of index books:

(1.) Affidavits filed in this office by the parties themselves, and

(2.) Affidavits transmitted from court or chambers or the master's office which are usually received the day after they have been used;

But affidavits used on application in the common law chambers and in court may have been filed in the first instance in this office and office copies of them used on the application, in which case the original affidavit would be in the index book (No. 1). An affidavit not found in the index book (No. 2) of affidavits transmitted should be searched for in the index book (No. 1). Affidavits filed in the Queen's Bench, Common Pleas, and Exchequer Divisions, previous to the 6th of April, 1880, have been deposited in the affidavit office.

In Answer to Interrogatories or of Discovery of Documents.] Every affidavit in answer to interrogatories shall, when tendered for filing, be plainly marked on the outside by the party filing it with the capital letter A., and every affidavit of the discovery of documents shall, in like manner, be marked with the capital letter D., and notice shall be given to the clerk receiving such affidavit that it is an affidavit in answer to interrogatories or of documents (as the case may be); unless this be done, the affidavits may be overlooked in searches made for the purpose of giving certificates.

Stamps.] All adhesive stamps must be put on the first page of the affidavit in the margin.

Exhibits.] Exhibits should be annexed, when practicable, between the leaves of the affidavit for better security.

Bills of Sale Affidavits.] Affidavits used on application in court or at chambers respecting bills of sale are filed in each case under the name of the party by whom the bill is given.

Election Petition Affidavits.] Affidavits used on applications under the Election Petition Act are filed under the name of the petitioner.

Office Copies left to be Examined and Marked.] All office copies left to be marked must be stamped at the rate of 2d. per folio, and must have indorsed on the outside the name of the solicitor who will call for them. Where they are left after the original has been filed, the party leaving them must search the index for the index number of the original and the year in which it was filed, which must be indorsed on the back of the copy.

Bespeaking Copies to be made in the Office.] Where office copies are required to be made in the office the party bespeaking such copy must fill up on the printed (blue) bespeak form necessary particulars, including the number of the affidavit in the index book, which he must ascertain for himself. The stamps in payment of such copies must be left pinned on the bespeak form.

Producing Affidavits from the Affidavit Office before a Judge or Master, and in Court.] Where it is required to produce affidavits already on the file, before a judge or master in chambers, the party must fill up the (white) bespeak form, and leave it with the officer (where practicable) the day before such affidavit is required. Pursuant to rule 51 of the Rules of April, 1880, no original affidavit which is on the file can be produced in any court without an order from a judge or master, but office copies may be used.

Referring to Affidavits on the File for the purpose of drawing the Order.] Where an affidavit has to be referred to in an order, it will be sufficient if the parties produce at the summons and order desk a certificate of filing from the affidavit office, where forms of certificate are supplied. These must be filled up by the party, and handed to the filing clerk to be sealed.

Inspecting Original Affidavits.] When it is desired to inspect any original affidavit, a fee of 1s. (stamped on a "search præcipe") must be paid, and on no account is the affidavit to be removed from the office, or to be marked or written upon; when done with it should be returned to the officer.

Altering Office Copies.] No alteration, interlineation, or erasure shall on any account be made upon any office copy which has been issued from this office.

It is stated that the Lord Chancellor has received at his private office in the House of Lords a deputation of fifteen solicitors and two newspaper proprietors concerning certain disputes and unseemly proceedings which have occurred in the Somerset, Dorset, and Wiltshire County Courts, presided over by Mr. T. E. P. Lefroy as judge. The deputation was introduced by Mr. Montague Guest, M.P., who was accompanied by two of the members for Dorset, and also members for several of the Western boroughs, including Christchurch, Shaftesbury, and Poole. A memorial setting forth the grievances had been prepared, and addresses were delivered in regard to the manner in which the county courts in Mr. Lefroy's circuits have been conducted. The Lord Chancellor intimated that complaints and representations from various quarters had reached him, and promised that the matter should receive his careful attention.

Cases of the Week.

PROOF IN BANKRUPTCY — INTEREST — GUARANTEE — PAYMENT OF DEBT BY SURETY.—In a case of *Ex parte Bishop*, before the Court of Appeal on the 15th inst., the question arose whether a proof ought to be admitted in the liquidation of the acceptors of a bill of exchange for interest upon a sum which a guarantor of the bill had paid under his guarantee. Bills of exchange, which were drawn and accepted with the view of raising money for the joint purposes of the drawers and the acceptors, were discounted by the drawers with some bill brokers, the money procured by the discount being divided between the drawers and the acceptors. The bill brokers re-discounted the bills with their bankers, but did not indorse the bills. They had, however, given to the bankers a general guarantee of all bills discounted by the bankers for them. The acceptors were unable to meet the bills at maturity, and the drawers and the brokers also stopped payment. The bankers received a dividend upon the bills from the estate of the brokers, and they also proved against the estate of the acceptors for the balance, and the latter claim was compromised. The brokers' trustee claimed to prove against the estate of the acceptors for the sum which the broker's estate had paid to the bankers, and for interest thereon. The Court of Appeal (JAMES, COTTON, and THESIGER, L.JJ.) admitted the proof for the sum which had been paid (*vide ante*, p. 651), on the ground that, although the brokers did not indorse the bills, there was an implied authority to them by the acceptors to become sureties for the payment of the bills. But the court reserved their judgment on the question whether proof ought to be admitted for interest on the amount paid. On the 15th inst., the court gave judgment admitting the proof for interest from the time of payment down to the commencement of the liquidation. COTTON, L.J., who delivered the judgment of the court, said that, if there were no authority on the point, there might be some doubt whether interest was payable. But the cases of *Petre* v. *Duncombe* (2 L. M. & P. 107); *Hitchman* v. *Stewart* (3 Drew. 271); and *In re Swan's Estate* (4 Ir. Rep. Eq. 209), were authorities for allowing interest. The principle of those decisions was that a person who was indemnified, either expressly or by implication, against a particular act ought to be placed in the same position as if the act against which he was indemnified had been done by the person by whom it ought to have been done.—SOLICITORS, *Lawrance, Plews, & Baker; Travers Smith, & Braithwaite.*

LIQUIDATION PETITION—BILL OF SALE—SEIZURE BY GRANTEE—INJUNCTION—JURISDICTION—BANKRUPTCY ACT, 1869, ss. 12, 13—BANKRUPTCY RULES, 1870, r. 260.—In a case of *Ex parte Bayly*, before the Court of Appeal on the 15th inst., the question arose whether an injunction had been properly granted to restrain the grantee under a bill of sale from further proceeding with a seizure which he had made of the chattels comprised in his bill of sale shortly before the filing of a liquidation petition by the grantor. On the filing of the petition a receiver was appointed at the instance of the debtor, and an *interim* injunction was granted, which was afterwards continued, on the application of the debtor and the receiver, until after the time appointed for the first meeting of the creditors under the petition. There was no evidence that any objection could be raised or was likely to be raised to the validity of the bill of sale, but before the Court of Appeal the counsel who appeared for the debtor and the receiver suggested that when a trustee was appointed he might be able to discover facts showing that the bill of sale was invalid, and urged that the circumstances were suspicious; and they contended that the injunction ought to be continued until a trustee had been appointed, so that he might have an opportunity of making a case against the bill of sale. On the other side it was urged that the court had no jurisdiction to interfere with the legal rights of a mortgagee in possession. The Court of Appeal (JAMES, BRETT, and COTTON, L.JJ.) said that it was unnecessary to decide whether there was jurisdiction, for the court could not, in the absence of any evidence, even as to belief, impeaching the bill of sale, on a mere suggestion that possibly the trustee, when appointed, might be able to make out a case, interfere with the legal right of a mortgagee.—SOLICITORS, *Edward Henley*; *W. Crook.*

ILLEGAL ASSOCIATION—"TRUST"—ASSOCIATION OF MORE THAN TWENTY MEMBERS—REGISTRATION—COMPANIES ACT, 1862, s. 4.—In a case of *Smith* v. *Anderson*, before the Court of Appeal on the 16th inst., the question arose whether the persons interested in a trust, similar to that which existed in the case of *Sykes* v. *Beadon* (27 W. R. 464, L. R. 11 Ch. D. 170), constituted, within the meaning of section 4 of the Companies Act, 1862, a company, association, or partnership consisting of more than twenty persons, and "formed for the purpose of carrying on a business that has for its object the acquisition of gain by the company, association, or partnership, or by the individual members thereof," and therefore an illegal association because it had not been registered under the Act. The trust was constituted by a deed which declared the trusts of certain stocks and shares of different submarine cable companies, which had been transferred to, and were standing in, the names of five trustees. The securities had been purchased by moneys contributed by a number of persons (many more than twenty), each of whom received for every £90 which he subscribed a certificate for £100 nominal value, and also another document called a coupon of reversion. The trustees were to receive the annual income of the securities and to apply it in payment, first, of the expenses of the trust, including the remuneration of the trustees, and then in paying interest at the rate of six per cent. per annum to the certificate holders on the nominal amounts of the certificates. The surplus income was to be employed in the redemption of the certificates, at a price not exceeding a specified maximum price. The redemption was to be effected by purchase of the certificates in the open market or by tender from the certificate holders, and if in these ways the whole of the surplus income of any year was not exhausted, the remainder of the surplus was to be employed in the redemption, at the maximum price, of certificates to be drawn by lot. When all the certificates should have been redeemed, the securities remaining subject to the trusts of the deed were to be realized, and the proceeds to be divided among the holders of the coupons of reversion in proportion to the nominal value of the coupons held by them respectively. The trustees were authorized to sell any of the securities if and when they should be capable of being sold in the market, and should be sold, at a premium of not less than thirty per cent. over the price at which they were purchased, and the proceeds of the sale were to be applied in the same way as the surplus income, though, if it should be so decided by a unanimous resolution of the trustees, and the resolution should be confirmed at a meeting of the certificate holders, the trustees were entitled to invest the proceeds of sale in the purchase of securities of the same character as the securities originally purchased, to be held subject to the trusts of the deed. There was to be a meeting of the certificate holders once every year. At the meeting no person was to be present who did not produce his certificate, and persons were to vote in proportion to the value of the certificates produced by them. The proceedings of the meeting were, so far as might be, to be conducted in the manner prescribed in Table A. to the Companies Act, 1862. The business of the meeting was to be (1) to receive and consider a report from the trustees on the condition and affairs of the trust; (2) to appoint auditors to audit the trustees' accounts and to report to the next meeting; (3) to elect new trustees to supply any vacancies. The plaintiff was a certificate holder, and he brought the action, on behalf of himself and all other holders of the certificates, against the trustees. He alleged that the holders of the certificates and the defendants formed an illegal association, under section 4 of the Act, the trust not having been registered, and he claimed to have the trusts of the deed, or such of them as were not illegal, carried into execution under the direction of the court, and to have the securities subject to the trusts of the deed divided among the certificate holders in proportion to their respective interests. Jessel, M.R., followed his own previous decision in *Sykes* v. *Beadon*, and held the "trust" to be an illegal association, and he ordered that its affairs should be wound up. The Court of Appeal (JAMES, BRETT, and COTTON, L.JJ.) reversed this decision. They were of opinion that there was no association between the certi-

ficate holders; that, if there was an association, no business was carried on; and that, if any business was carried on, it was carried on, not by the certificate holders, or by the trustees as their agents, but by the trustees as the legal owners of the property, and that, as the trustees were less than twenty in number, section 4 would not apply. JAMES, L.J., said that the powers given to the trustees were only of the same kind as those which might be given to the trustees of a settlement or a will when the trust property was very large. The purpose of the deed was only to secure a good investment of capital by spreading it over a number of securities, and thus to obtain the benefit of the doctrine of averages—to get a good dividend, and, at the same time, to have a good security for the invested capital. This decision in effect overrules that of Jessel, M.R., in *Sykes* v. *Beadon*, a case which the Court of Appeal recognized as involving the same principle as *Smith* v. *Anderson*. BRETT, L.J., added that the same reasoning would lead to the conclusion that the opinion of the Master of the Rolls, expressed in *In re Arthur Average Association* (23 W. R. 939, L. R. 10 Ch. 542), that mutual insurance associations consisting of more than twenty members are illegal if not registered under the Companies Act, 1862, was wrong. He was inclined to think that no transaction within the association, no transaction between the members themselves, would bring the case within section 4. COTTON, L.J., said that, if it had been apparent that the real object of the trust was that the trustees should speculate in investments of a particular class, the case would have stood in a very different position.—SOLICITORS, *Ashurst, Morris, & Co.; Baxters & Co.*

PRACTICE—MOTION FOR NEW TRIAL—APPEAL—TRIAL BY JUDGE WITHOUT JURY—ORD. 39, R. 1A—ORD. 58, R. 5A (MARCH, 1879) (*Vide* 23 SOLICITORS' JOURNAL, 448, 449).—A case of *Pannell* v. *Nunn*, before the Court of Appeal on the 21st inst., shows that the proper mode of proceeding to obtain a new trial, when an action has been tried by a judge without a jury, is not yet fully understood. The action was tried by Stephen, J., without a jury, who gave judgment for the defendant, not finding a verdict on the facts separately from his decision on the law, but giving his judgment on the facts and the law. The plaintiff gave notice of appeal from the judgment, asking, by his notice, that the judgment entered for the defendant might be set aside, and that instead thereof judgment might be entered for the plaintiff, or that a new trial might be had. This notice was accepted by the officer of the court in the first instance without any objection as a proper notice, but afterwards the appellant's solicitor was informed by him that the notice had been received by mistake, and that the proper course would have been to apply for a rule *nisi* for a new trial. The point was then mentioned to the Court of Appeal (JESSEL, M.R., and JAMES and BRETT, L.JJ.) who said that the practice had been settled by the decision of the Court of Appeal at Westminster in *Potter* v. *Cotton* (28 W. R. 160, L. R. 5 Ex. D. 137), and that the appellant would be quite safe in relying upon the notice which he had already given.—SOLICITOR, *James Goren.*

ADMINISTRATION ACTION—TAKING ACCOUNTS OF EXECUTOR IN CHAMBERS—EVIDENCE OF PAYMENTS.—In a case of *Raines* v. *Raines*, before the Court of Appeal on the 21st inst., a question arose as to the evidence which ought to be adduced of payments made by an executor upon the taking of his accounts in an administration action. The testator, who died in 1859, had given his property to trustees, upon trust for his wife for her life, with remainder for his six children in equal shares, and had appointed his wife sole executrix. The income of the property was only a little more than £200 a year. The widow from time to time paid debts contracted by one of the sons while he was at the university, the sums thus paid amounting in all to £332. She died in 1877, and after her death the action was brought to administer the testatrix's estate, her representative being a party to it. The question was whether this sum was to be taken as having been paid out of the capital of the son's share, and whether it was to be set off against his share. The set-off was opposed by some mortgagees of the share. There was no strict legal proof that the widow had made the payments out of the capital. But the vouchers for the payments were found in the widow's possession, and one of the daughters said that her mother had told her that she had made the payments out of the capital of the son's share, and it appeared that he had written to his mother asking her to pay his debts. Malins, V.C., allowed the payment as part of the son's share, and his decision was affirmed by the Court of Appeal (JESSEL, M.R., and JAMES and BRETT, L.JJ.). JESSEL, M.R., said that in taking an executor's accounts in chambers, especially after the death of the executor, the judge exercised a discretion, and did not require strict legal evidence of every item. To require strict evidence would in many cases simply be to rob the estate of the deceased executor. If such evidence was required, either every executor must institute an administration action, at the latest within a few years after the testator's death, or he would be mulcted of large sums which he had honestly expended. Though the court would not allow the Statute of Limitations to be set up against a *cestui que trust*, still it must do justice in a reasonable way, and not require strict proof of every item in an executor's account. JAMES, L.J., said that the court was bound to act upon reasonable probability and fair inference, and ought to set its face against any attempt to plunder the estate for costs. BRETT, L.J., said that the rule which the Master of the Rolls had laid down was a most wholesome one, and it was absolutely necessary for the purposes of justice.—SOLICITORS, *J. P. Murrough; Bowlings, Foyer, & Hordern.*

PRACTICE—ADDING PARTIES—AMENDMENT OF PLEADINGS—APPLICATION AFTER FINAL JUDGMENT—ORD. 16, R. 13.—In a case of *The Attorney-General* v. *The Borough of Birmingham*, before the Court of Appeal on the 21st inst., a question arose as to the power of the court to order the amendment of the pleadings after final judgment in the action. The suit was commenced by information and bill at the relation of a landowner, who was the plaintiff, and in April, 1875, a decree was made, granting a perpetual injunction to restrain the defendants from polluting by their sewage a certain river. And, on the undertaking of the defendants to carry on certain works for the purification of their sewage, and the undertaking of the plaintiff not to enforce the injunction for five years, it was ordered that the defendants should pay the plaintiff £6,000 for damages and costs up to the date of the decree. In September, 1877, the defendants' sanitary district was by an Act of Parliament embodied, with other districts, into a larger united district, the powers and liabilities of the defendants being vested in the new district board. In April, 1880, the plaintiffs took out a summons, under r. 13, of ord. 16, asking that they might be at liberty to amend the information and bill by adding the district board as defendants. Bacon, V.C., granted the application. The defendants appealed. The Court of Appeal (JESSEL, M.R., and JAMES and BRETT, L.JJ.) held that an order to amend could not be made after final judgment, and that the only way of enforcing the judgment against the district board would be by commencing a new action against them.—SOLICITORS, *Sharpe, Parkers, & Co.; Paines, Layton, & Co.*

PRACTICE — NOTICE OF INJUNCTION BY TELEGRAM — DUTY OF PARTIES RECEIVING SUCH NOTICE—COSTS.—In a case of *Tonkinson* v. *Cartledge*, before the Master of the Rolls on the 16th inst., a motion was made to commit the defendant, her solicitor, and an auctioneer, who had sold certain effects which the plaintiff alleged belonged to her, and which had been seized under a distress for rent. The plaintiff obtained an *ex parte* injunction against the defendant on the 2nd of July, restraining the sale under the distress about to take place that day at two o'clock at Newcastle-under-Lyme. Notice of the injunction was sent by telegram to the auctioneer and the defendant's former solicitor between eleven and twelve. The auctioneer, after consulting with the defendant and her solicitor, continued the sale, and the motion was made in respect of this contempt. In answer to the motion, it was alleged that the defendant, who was the aunt of the plaintiff, and her solicitor, and the auctioneer, all believed that no order had, in fact, been made, and that the telegram was a forgery. It was also proved that the local agent of the plaintiff's solicitors knew nothing of the injunction. The defendant's solicitor did not, however

communicate by telegram with the plaintiff's solicitors, and only wrote to them on the following day. It also appeared that the defendant's solicitor had a London office. The plaintiff did not now press for a committal, but simply that the respondents might be ordered to pay the costs of the motion. JESSEL, M.R., said he thought he might strain a point in favour of the auctioneer, and not order him to pay the costs, in consequence of the observations of Lord Justice James, in *Ex parte Langley* (L. R. 13 Ch. D. 110). It was no doubt the auctioneer's duty to have sent a telegram back to the plaintiff's solicitors, and so have inquired if the injunction were really granted, but as he had his positive affidavit (said by James, L.J., in the above case to be sufficient to save him from the contempt) that he thought the telegram a forgery, there was just sufficient to save him from the costs, more especially as there were other persons to pay them. As to the defendant's solicitor, the Master of the Rolls certainly thought he had acted with imprudence. He had an office in London, and he had a telegram between eleven and twelve stopping a sale to take place at two, and it was his plain duty, if he had any doubt as to the authenticity of the telegram, to have telegraphed to the plaintiff's solicitors and asked them if it was genuine or not. There was ample time before the sale to have done this, but he did nothing until the next day, when the sale was over. The next day he did write to the plaintiff's solicitors, with whom he evidently was acquainted, and asked them whether the telegram was genuine or not, and at once received the answer that it was. The solicitor's duty had been as plain as possible, and he must certainly pay the costs of the motion. As to the defendant, she did not even swear in her affidavit that she believed the telegram was a forgery, she took the risk of allowing the sale to go on, and she must clearly also be ordered to pay the costs of the motion. The order for costs would be without prejudice to the question of damages that the plaintiff might have sustained by reason of the sale having been proceeded with.—SOLICITORS, *Pitman & Lane; Coopers; Collyer-Bristow, Withers, & Russell.*

PARTNERSHIP—POWER FOR EXECUTOR TO USE PORTION OF TESTATOR'S ESTATE IN CONTINUING BUSINESS—LIABILITY OF SUCH PORTION OF ESTATE TO CREDITORS OF FIRM WHERE EXECUTOR GUILTY OF BREACH OF TRUST—In a case of *Re Johnson, Shearman* v. *Robinson*, before the Master of the Rolls on the 19th inst., a question was argued on further consideration as to the rights of creditors against a testator's estate where the executor had, under a power in the will, carried on the business and had become bankrupt. The power in the will was to carry on the business in the name of an infant, and to employ an aliquot share of the residue (being the infant's share) in so carrying it on. It appeared that the executor had carried on the business, and had used, not only an amount equal to the aliquot share, but that he was, in addition, considerably indebted to the estate. The executor had given bills to several creditors, and was now bankrupt. The creditors now contended that, in addition to the personal liability of the executor, their debts were also a charge on the share of the testator's residuary estate. JESSEL, M.R., said he understood the doctrine to be this: that, where an executor had a limited power to carry on a business and to use certain assets therein, his creditors had a right to stand in the place of the executor as against the testator's estate, and to have the benefit of any lien on the assets the executor might have. If, however, a trustee or executor had robbed the trust estate and had put the money into his own pocket, there was no such equity as against the *cestuis que trust*, whose money he had taken. The different cases on this subject did not exactly decide as to the mode of working out the rights of the creditors in such a case, although, in his opinion, the correct principle was laid down by Turner, L.J., in *Ex parte Edmunds* (4 De G. F. & J. 488), who there said that the creditors' right was to resort for indemnity simply to those assets directed to be employed in the business—*i.e.*, to put themselves in the position of the executor *qud* those assets. There would, however, be no right to put themselves in the position of the executor, except on the terms of their replacing the trust estate which had been lost by him. His lordship then held that, as the facts were not very clearly proved as to the partnership dealings, he would not distribute the infant's share until the creditors had had an opportunity of ascertaining the facts and presenting a petition to get the fund.—SOLICITORS, *Ward, Mills, Witham, & Lambert; Peacock & Goddard; Thomson, Son, & Brooks; Marson & Greenfield; Dod & Longstaffe; Ramsden & Austin.*

CHARITABLE USES ACT—PURE OR IMPURE PERSONALTY—MONEY CHARGED BY BOND ON POLICE RATES.—In a case of *Re Harris, Jackson* v. *Governors of Queen Anne's Bounty* before the Master of the Rolls on the 19th inst.; a question was argued whether certain bonds charged on the police rates of the division of a county were a charge on land so as to be impure personalty. The bonds were in similar form, and were signed by three justices present in annual general session. After reciting two Acts of the 2 & 3 Vict. and 3 & 4 Vict., "for the establishment of county and district constables," giving the justices power to order station-houses to be provided in such places as the justices should think fit, and for that purpose to purchase and hold lands and to build and provide such station-houses, and to defray their cost out of the police rates, and to borrow money for such purposes, and to charge the future police rates with the amounts of the loans and interest, and reciting the facts as to the particular loan, the bond witnessed that the justices, in exercise of the powers in the said Acts, thereby charged the future police rates of the division with the amount of the loan and interest, the principal being repayable by instalments. And the justices thereby, as far as they lawfully could, directed and ordered the payments to be made out of such police rates. JESSEL, M.R., said that in his opinion the bonds were not a charge on any lands. The police rates were not now leviable in the same way as formerly. The machinery now was for the justices to issue a precept to the overseers to levy a rate to pay the necessary amount. The justices no longer had any direct right to levy the police rates, but if the overseers did not pay the requisite amount they would be personally liable. The justices, it appeared, only paid away the sums actually paid them, and they had no actual charge on the rates, and all they professed to charge by the bonds on the police rates was the amount actually coming to their hands. The case was within the second ground of the decision in *Thornton* v. *Kempson* (Kay, 592), and also within the principles laid down by the Court of Appeal in *Attree* v. *Hawe* (L. R. 9 Ch. D. 337), which case must be taken to have overruled *Finch* v. *Squire* (10 Ves. 41), and therefore, on principle and authority, he should decide that the bonds were not impure personalty.—SOLICITORS, *Norris, Allens, & Carter; S. Dunning.*

TRADE UNION SOCIETY—PURPOSES IN RESTRAINT OF TRADE—RIGHT TO SUE—TRADES UNION ACT, 1871 (34 & 35 VICT. C. 31), SS. 3, 4.—In a case of *Duke* v. *Littleboy*, before Denman, J. (sitting for Fry, J.), on the 15th inst., the question arose whether an action could be maintained by members of a trade union society, the rules of which showed that the objects of the society were in restraint of trade. The action was brought by the members of the executive council of the society, which was called an amalgamated society, against the officers and trustees of a branch of the society, claiming an injunction to restrain the defendants from dividing the funds in their hands among the members of the branch, or dealing with them contrary to the rules of the society and without the consent of the executive council, and an order for payment to the council of so much of the funds of the branch as should not be required for current expenses. The action arose out of the refusal of the amalgamated society to support a strike by members of the branch society. The preliminary objection was taken by the defendants that the action was one for enforcing an agreement for the application of the funds of the society to provide benefits to members, within the meaning of section 4 of the Act, and that consequently, by virtue of that section, the action could not be maintained. DENMAN, J., held that the decision of Jessel, M.R., in *Rigby* v. *Connol* (28 W. R. 650, *ante*, p. 327) was in point, and he accordingly allowed the objection, and dismissed the action.—SOLICITORS, *W. H. Brooks; Woodbridge & Sons.*

Societies.

INCORPORATED LAW SOCIETY.

Annual Meeting.

The annual general meeting of members of this society was held in the hall of the society, in Chancery-lane, on Friday afternoon, the 16th inst.

Mr. N. T. Lawrence, president of the society, occupied the chair.

After the election of Mr. John Moxon Clabon as president, and Mr. Charles Claridge Druce as vice-president of this society for the ensuing year, and Mr. Charles Ponsonby Wilmer, of 7, New-square; Mr. James Ward Russell, of 2, Bedford-row; and Mr. Joseph Henry Schroder, of 4, Lincoln's-inn-fields, as auditors for the ensuing year,

The Chairman mentioned the list of candidates for the offices of members of the council:—Mr. Lewis Fry, M.P., of Bristol; Mr. Henry Skrine Law Hussey, of Lincoln's-inn; Mr. Benjamin Greene Lake, of Lincoln's-inn; Mr. Henry Markby, of Coleman-street; Mr. John Hollams, of Mincing-lane; Mr. George Burrow Gregory, M.P., Bedford-row; Mr. Charles John Follett, of Queen's-gate; Mr. Frederick Halsey Jansen, of Finsbury-circus; Mr. Edward Field, of Norwich; Mr. William Alfred Jevons, of Liverpool; Mr. Frederick Leigh Hutchins, of Birchin-lane; Mr. Frederic Parker Morrell, of Oxford; Mr. John Eaden, of Cambridge; Mr. William Stephens Jones, of Malmesbury; and Mr. William Edwood Shirley, of Doncaster. Thus they had fifteen members nominated, and the number of vacancies was only thirteen; it would, therefore, be necessary to proceed to an election by voting-papers under the bye-laws. Scrutineers were appointed, and the chairman appointed Wednesday, the 11th of August, as the day for receiving the scrutineers' report.

The Chairman said the next business was to read the report of receipts and disbursements of the society. As that account had been circulated in print, he assumed that the meeting would consider it read, and he therefore moved, "That the accounts, receipts, and disbursements of the society for the year ending 31st of December, 1879, be received, and approved, and signed by the president."

Mr. Clabon seconded the resolution, and, after a short discussion, it was carried unanimously.

The Chairman next moved, "That the annual report be received, and approved, and entered on the minutes."

Mr. Clabon seconded the resolution.

After a pause,

Mr. Edmund Kimber said he was rather astonished that a report of this kind should be moved by the chairman, and seconded by Mr. Clabon, in the perfunctory manner in which had been, or that it should fall on the meeting like a dead letter; was there nothing upon which anybody should wish to say something? He would simply trouble the meeting with two or three remarks, and would ask it to observe the latin maxim, *ex uno disce omnes*. At page 16 of the report, dealing with the subject of the call of solicitors to the bar, the council told them that action in Parliament had been unfortunately rendered impossible by the dissolution and the change of Government; he simply asked why? How was it that Parliament having been dissolved, and it being well known thoughout this country that the most important persons concerned in the election of new members were the solicitors in different provincial towns, the council positively looked upon the dissolution of Parliament almost as a dissolution of the society and of themselves, and said, "We can do nothing." Why, this was just the time when a society like that ought to do something, and ask of those persons who try to get into Parliament what they intend to do on the questions the society intended to bring before Parliament. But nothing of the kind had been done. The members were told in that slipshod manner that "action in Parliament has been unfortunately rendered impossible by the dissolution and the change of Government"; let it be published far and wide that the Incorporated Law Society of England and Wales, thought to be the strongest trades union in the kingdom, failed before a dissolution of the House of Commons. Then, as to the next sentence, how could the dissolution of Parliament be an "adverse influence"? He would like the council to explain that sentence. "But, notwithstanding this adverse influence, the council are satisfied that they have been able to advance this important question nearer to a favourable solution." He would like to know how it was nearer a favourable solution if they refrained from taking one iota of trouble. Were Sir Wilfred Lawson and his alliance asleep during the election; and what was the result? It was that they had 229 gentlemen pledged on his question. But the most powerful trades union in the whole country, who would have been able to put their fingers upon willing agents in every constituency were unable to do anything. That was a most extraordinary thing, and when the Law Society went before Parliament, it was the reverse of surprising that honourable members treated it simply as a body of attorneys, if it refused to ask for that consideration which it was entitled to. What was taking place in Parliament now? The public were saying, "You are a strong body, you are trade unionists; if you do not care about reform, we will thrust reform down your throats." Gentlemen laymen, like Mr. Joseph Cowen, Sir Baldwin Leighton, Mr. Rowley Hill, and Mr. Eustace Smith, had brought in the Supreme Court of Judicature (District Courts) Bill, and this was the third session in which that Bill had been introduced, and yet the report was devoid of any mention of it. Yet Mr. Cowen went a great deal farther than the council ever thought to demand; thus in one section he said, "Any solicitor of the Supreme Court may appear and be heard, as well in court as in chambers, in any district court, without being required to employ counsel." Had the council given any consideration to that Bill of the influential member for Newcastle? He thought the least they could have done was to go before the House of Commons, and say, "This is a public demand, and we ask that it be conceded"; but the council had done nothing. There was scarcely a single member of that society who was not an intimate friend of some member of the House of Commons, or House of Lords; could not those gentlemen be asked in their places in Parliament to support any demand of the council? He was almost ashamed to be a member of a society which could put forward such a helpless report as that, and he was seriously grieved for the reputation of their profession when he found such a body pinning their faith to such a document.

Mr. Proudfoot approved of the report as a whole, but in one respect he wanted information. At present solicitors were at liberty to make bargains with their clients, assuming that the clients were willing to do so, and certain forms were gone through so that there could be no advantage taken of the client at all. Now, it appeared from what he read in the report that an endeavour was being made to fix an amount, either in the way of percentage or otherwise, so that solicitors should be bound to take up certain business whether they liked it or not. If that was what it meant, he for one most strongly objected to it, for the solicitors would always get the worst of the bargain. Whatever amount of percentage might be fixed, clients would always object to pay that percentage or commission, unless they were perfectly satisfied and it agreed with their ideas. He therefore suggested for the council's consideration that they should give the option both to the solicitors and clients to enter into these bargains if they thought proper.

The President said the question of obtaining audience for solicitors at quarter sessions was one the council considered of considerable importance. Notwithstanding what Mr. Kimber had said, it was hopeless to suppose that a Bill for that purpose could be passed during the present session of Parliament. As to the question of mentioning honours obtained by the candidates during their examinations in the *Law List*, the council had devoted much attention to the preparation of a calendar, in which all the distinctions attained by their members should be recorded, and he would take that opportunity to say that that would be the more satisfactory mode of noticing such distinctions. With reference to Mr. Kimber's observations, their report stated certain important facts with reference to the important question of facilitating the admission of solicitors to the bar, and also the approval by Lord Cairns of the object of the society's Bill for dispensing with the three years' interregnum in the case of solicitors of five years' standing. Mr. Gregory had done all that it was possible for a private member of Parliament to do, but he had not yet been able to obtain a hearing, as when his motion came on the House was on the point of being counted out. It was a subject the council had diligently worked

at, and which they would continue to pursue to the utmost of their ability. With reference to the question put by Mr. Proudfoot, a solicitor would always have an option in the matter, and was not obliged to conduct a matter of business in a way he might object to.

Mr. MILLER would like to say a few words upon the subject of the call of solicitors to the bar, as it was one upon which a very large number of the profession had a very strong opinion. It seemed to him that they had been trying for some years past to get the slightest attention paid to the request that they made—a very reasonable request—that if a solicitor had been admitted a solicitor for five years, he should be admitted at once to pass the final examination for the bar. He asked whether it was not possible for the council itself to bring in a Bill, during the next session of Parliament, giving authority to the council to fix such an examination as they might think necessary. He was prepared to move a resolution to that effect, so that the attention of the public and the Legislature should be forced upon the subject.

The PRESIDENT said he was much obliged to Mr. Miller, for it gave him the opportunity of saying that the view of the council was that their proper mode of proceeding further would be in the House of Commons, as they had tried the House of Lords as much as they could do. The pressure put upon the Inns of Court by Lord Cairns in addition to the action in the House of Commons, would, he believed, have prevailed; but next session the council would consider what it could do in the House of Commons, which he hoped would be a more favourable place for the discussion than the House of Lords.

Mr. EDMUND KIMBER suggested that a special circular should be sent round to the members calling their attention to the matter.

Mr. HOWLETT, of Brighton, as a member of one of a number of associated law societies, said that unfortunately Mr. Gregory's motion from various circumstances had never come on, but he knew that numerous members of Parliament had been spoken to and had been in the House ready to support Mr. Gregory.

Mr. KIMBER: Then I want to know, if that was the case, how it was the House was counted out?

Mr. ELLETT, of Cirencester, hoped that no change would have the effect of preventing the common form business in the district registries being transacted by means of correspondence. Those of them who lived in towns in which there were no district registrars must do one of two things, either employ agents or pass their papers through the post, and there was no difficulty whatever in transacting common form business through the post. They did not at all seek to uphold any principle that was objectionable, but they said it should be a part of the duty of the district registrar to receive through the post, and return through the post, all papers relating to common form and probate business.

The PRESIDENT said at the time the report was printed the matter was under discussion with the Associated Law Societies, and the council was therefore unable to state the conclusion at which they had arrived. The council came to the following resolution:—"That the practice of sending papers to district registrars by post is convenient and should be continued; that if it be necessary to pay fees for the transaction of such business, such fees should be paid by stamps; and that if any addition should be necessary to the emoluments of the registrars, in consequence of the increased trouble, it should be by addition to their salaries."

Mr. DEVONSHIRE asked the president to give some additional information as to the principle upon which the council were acting in reference to the question of determining and fixing the remuneration of solicitors. It appeared to him that the proper principle would be for the solicitors themselves, through their accredited representatives, the Council of the Incorporated Law Society, to take the initiative, so far as practicable, in fixing or indicating such a scale of remuneration as would be reasonable and proper, rather than have a tariff fixed for the solicitors by the judges, or by those who might be supposed to advise the judges. This would seem to be the rational principle on which to proceed. It would be expected by the profession that judicial, or official, sanction must to a certain extent continue, but the principle, and mode, and extent of remuneration ought certainly to be suggested in the first instance by the solicitors themselves. He merely mentioned the matter with the view of asking that some attention should be given to it.

The PRESIDENT said that, with regard to solicitors' remuneration, their position was this: the late Lord Chancellor had introduced Bills relating to dealings with land which would have rendered it absolutely necessary that a total change should take place in the system of remuneration of solicitors. Before his Bill was prepared the council drafted out a clause the object of which was to secure the initiative of this society in any proposal which was to be brought before the judges, and they felt most strongly the point which Mr. Devonshire had mentioned. No doubt it was extremely important to resist a new scale of charges being forced upon them by some authority without their having the chance of rejecting or resisting them. The Remuneration of Solicitors Bill, now in print, was not the Bill of the council, it was Lord Cairns' Bill, and the council would do its best to maintain its own view of the matters the measure comprehended.

The CHAIRMAN then put the motion for the adoption of the report, and it was carried unanimously.

Mr. JAMES WALTER, of Dulwich, moved the following resolution:—"In view of the protracted negotiations by the Law Society with the benchers of the several Inns of Court for re-adjusting the relation of solicitors with the respective Inns of Court, and their enforced exclusion from the practice of either branch of the profession for three years prior to being called to the bar—Resolved—That the Council of the Law Society do forthwith present a petition to the Lord Chancellor, praying his lordship to re-introduce his two Bills of 1875: the one to re-organize the Inns of Court, the other to establish a school of law or legal university." In the course of an animated speech, Mr. Walter said they had had it from the president himself that it was utterly hopeless to expect the Houses to act for themselves to do solicitors justice. Two commissions had sat on this subject, one in 1846 and the other in 1855, and it was shown that the Inns of Court had no legal constitution, that they were mere clubs, and based their supremacy upon mere self-assertion. If a club in Pall Mall said that no one should enter the army unless he was a member of the Pall Mall Club, it would be said such action was unconstitutional, and it had been proved to demonstration that the Inns of Court, in the matters they controlled, were in precisely an analogous position. The House of Commons came to the conclusion that the benchers were a private society only, without recognition from the State. It was quite time the Law Society determined to be played with no longer by these obstructionists. Public opinion was moving in the same direction. The *Times* had written in support of such reform; the world was sick and tired of the system and the absence of security that a barrister would supply the service for which he had been paid. The then Mr. Lowe, in his evidence before the committee, said, "My own impression is that the Inns of Court, as they are at present, constitute a university in a state of decay." What Lord Selborne proposed to do was to make a central board, which should have the conduct and rule of the whole profession, meeting under one common roof. He considered the council ought to go forward with a firm front, not going on their knees to pray for this and that; therefore he asked the council to adopt the resolution, and he asked the meeting to support the council in so doing, because in the negotiations which had taken place the benchers had been driven up to this point, "We almost think six months would be enough"—but there was all the difference in the world between thinking and acting. He knew as well as possible, from the position and character of these respectable old gentlemen, that if this resolution were carried, and Lord Selborne's scheme was also carried, they would give all the solicitors asked.

Mr. EDMUND KIMBER seconded the motion.

Mr. CHARLES FORD, as an amendment, moved:—"That, in the opinion of this meeting, the time has passed for seeking, at the hands of the benchers, a modification of the rules of the Inns of Court, as affecting the call of solicitors to the bar, and that it be an instruction to the council to seek legislative interference upon the subject without further delay." The council felt themselves, in 1874, called upon to do something on this matter, and the council had done something. For his part he felt convinced that, when the public thoroughly understood this question, they would say it is a most monstrous regulation of the Inns of Court.

Mr. CLABON: As to the Bills, I am not at all sure at the

present moment we should like those Bills. At the time those Bills were prepared we were merely the nominees of the judges, and now this society is an examining body. The subject would require to be very carefully considered before this society assented to the proposal for a school of law. The society has not been lethargic; a little wisdom is necessary as well as a little energy. As far as I remember I believe the subject of our admission to the other branch of the profession is a matter on which the council have done all they can. The amendment is I think a proper one; the time has come when we must act independently of the benchers, and ask help from every honourable member. I therefore second the amendment with pleasure.

Mr. PROUDFOOT thought that a great deal too much was made of this question. There were very few solicitors who had lived a prosperous professional career who wished to change their *status*; and what would the public gain if a solicitor could walk from that hall to the Temple and be admitted to the bar; was it possible the interest of the public would be better attended to then than at present, and the fees made lower? The rules at the present moment were as good as rules could be, and if a gentleman desired to go from that branch of the profession to the other it was quite right that he should take a little time in order that he might prepare himself for the different sphere which he was desirous to enter; and if he was a young man it was quite proper he should have three years, if necessary, in order to prepare himself and make himself perfect for the position he was going to take. There was not one solicitor out of a hundred who wished to avail himself of the admission to the bar, and when he did get there he would do no good.

Mr. SAUNDERS (Birmingham) said the benefit would accrue in the case of a young man who had entered on a career and found he had made a mistake. The argument the bar had always made use of was that a solicitor, from his position and connections, would be able to take a position and *clientele* with him which would give him an advantage over members of the bar, unless a period of restriction was enforced. He thought whatever changes had been made did not remove the necessity for a law university.

Mr. GRINHAM KEEN (London) said theirs was the only class which was under such a peculiar ban, the accountant, law stationer, or anybody else, could carry on his business up to the very time he presented himself, but solicitors must leave off business and starve for three years before they could be admitted.

Mr. SHIRLEY (Doncaster) thought that to ask the Lord Chancellor to re-organize the Inns of Court was going beyond what was right. Solicitors did not constitute the lower branch of the profession, they all belonged to one grand profession, and the wiser plan was always to consider that, and be useful in their day and generation.

Mr. GREEN considered that practical common sense was rather learned in a solicitor's office than at the bar, and if there were many young men going over from the office to chambers it would lead to its introduction. There were heaps of people at the bar who had begun in the society's branch of the profession, and had succeeded at their ultimate calling, and to such a few years' experience in a solicitor's office would be of advantage.

Mr. WALTER, in reply, said there had been five years of attempted legislation, and they did not want another five years to elapse before legislation was accomplished. Those benchers would defend their monopoly to the last, nothing short of a wrench would get it out of them, and, therefore, he would not accept the amendment.

The PRESIDENT put the amendment to the meeting and declared it carried; and it was then put and adopted as a substantive resolution.

Mr. G. R. DODD (London) moved, "That this society takes this opportunity of expressing its great satisfaction at the recent institution of examinations for honours at the final examinations. That, for the further encouragement of persons bound, or about to be bound, under articles of clerkship, it is, in the opinion of this society, now expedient to establish scholarships and studentships, to be awarded at the preliminary and other examinations, and that for such purpose a sum of not less than £300 a year be paid out of the funds of the society. That the council be respectfully requested to make all requisite arrangements for carrying out the last resolution, and to frame the necessary regulations." He said he should be met with the answer that they had no funds, but that if they had the funds they could go on. He contended they had the funds and were perfectly justified in using them for the purpose he suggested: the fund he alluded to was the examination fund—that received from examination fees—which was amply large enough, amounting during the past year to upwards of eight thousand pounds, to say nothing of some other fees which might be reasonably included in the fund indicated. The balance-sheet of 1878 showed no less a sum than ten thousand pounds received for examination fees, whilst the amount expended was under four thousand. Section 8 of the Act provided that all moneys paid to the society in pursuance of the Act, in respect of examinations, shall be applied by the society to the expenses from time to time incurred for such examinations, and there might be made a very large surplus applicable to the establishment of scholarships and studentships.

Mr. RANCE, of Cambridge, seconded the resolution.

The CHAIRMAN: The question of the policy of establishing scholarships and studentships has never been deliberately considered. It would require careful consideration; but the preliminary question is the question of means. It must not be lost sight of that, besides the payment of salaries to lecturers, there is the cost of those rooms which have been specially built for the examinations, in respect of which there is a considerable debt now hanging over us. There is also a very large part of the general expenses, in this way, in the shape of salaries to servants, as a very considerable part of the business which is done here concerns those examinations. Besides that, we are now called on by many gentlemen who complain of so many parts of this building being used for these examinations to erect new rooms for this purpose, and I am afraid, in the present state of the finances, it would be impossible for us to undertake this expense.

Mr. W. M. WALTERS, of New-square, pointed out that they could not at present analyze the accounts and say how much was devoted to the examinations; four thousand seven hundred pounds were devoted entirely to the examinations, and the disbursement balance of twelve thousand pounds then remaining might be considered as belonging, half to the examinations, and half to the general business of the society. It would be better to proceed steadily and with caution, but if people would come forward and make endowments, studentships and scholarships might be given; at present it would be prudent to hold their hand.

Mr. DODD, in reply, said that four thousand pounds of debt had been paid off during the past year; that was got out of the examination fees, so that they were paying off the debt at the expense of the articled-clerks. As to endowments, the society had always looked forward to endowments, and, at last, had only one, and that of small amount. The society had twenty thousand a year income, and half of that was received from examination fees and other matters which came within that term. If the examination fees were not sufficient, by all means raise them; they were now lower in proportion than medical and other examining bodies charged.

The CHAIRMAN then put the resolution to the few members who remained in the hall, and it was lost by 16 to 9.

A vote of thanks to the president for his conduct in the chair was passed, at the instance of Mr. William Williams, seconded by Mr. Melville Green, for which Mr. Lawrence returned his sincere thanks.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held at the Law Institution, Chancery-lane, London on Wednesday, July 14, the following directors being present:—Mr. Sydney Smith (in the chair), Messrs. Brook, Hedger, Kays, Keen, Lee (Salisbury), Pennington, Rickman, Roscoe, Rose, Styan, Veley (Chelmsford), Walters, and Woolbert; Mr. Eiffe, secretary. A sum of £280 was distributed in grants of relief to necessitous solicitors, and to the necessitous families of deceased solicitors; fifty-one new members were admitted to the association; a vote of thanks was passed to the Right Hon. Sir James Hannen for presiding at the late festival of the association, and to the members of the late "Legal Practitioners' Society" for a donation of £18 18s. 10d. to the funds of the association; and other general business was transacted.

Appointments, Etc.

Mr. JOHN ROBEY ELDRIDGE, solicitor, of 16, Parliament-street and Balham, S.W., has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature. Mr. Eldridge was admitted in Easter Term, 1868.

Mr. J. PERRY GODFREY, of Gray's-inn, solicitor, has been appointed a Commissioner for taking Affidavits in and for the Courts of Manitoba. Mr. Godfrey was admitted in Trinity Term, 1860.

DISSOLUTIONS OF PARTNERSHIPS.

GEORGE THOMAS HAIGH and WILLIAM AYRTON, solicitors, 15, Water-street, Liverpool (Haigh, Son, & Ayrton). July 13.

WALTER STOREY and JOHN HENRY ELLIS, solicitors, 7, King Cross-street, Halifax, York (Storey & Ellis). Business will henceforth be carried on by the said Walter Storey on his own account. July 10. (*Gazette*, July 16, 1880.)

Companies.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CIVIL SERVICE MEAT SUPPLY ASSOCIATION, LIMITED.—Creditors are requested on or before Oct. 1, to send their names and addresses and the particulars of their debts or claims to Alfred Audrey Broad, 35, Walbrook. Nov. 3 at 12, is appointed for hearing and adjudicating upon the debts and claims

LONDON WOOD PAVEMENT COMPANY, LIMITED.—Petition for winding up presented July 13, directed to be heard before Bacon, V.C., on July 24. Beal & De Soyres, Regent-street, solicitors for the petitioner

METROPOLITAN BANK, LIMITED.—Petition for winding up presented July 13, directed to be heard before Bacon, V.C., on July 24. Harper, Broad, & Battcock, Rood-lane, solicitors for the petitioner

ST. BRIDE'S WELSH SLATE AND SLAB COMPANY, LIMITED.—Petition for winding up presented July 13, directed to be heard before the M.R. on July 24. Lewin & Co, Southampton-street, Strand, solicitors for the petitioner

[*Gazette*, July 16.]

AUTOMATON BLOCK SIGNAL COMPANY, LIMITED.—Petition for winding up presented July 17, directed to be heard before Bacon, V.C., on July 31. Shaw & Tremellen, Gray's-inn-square, agents for Polding, Blackburn, solicitor for the petitioners

DIRECT FISH SUPPLY ASSOCIATION, LIMITED.—Petition for winding up presented July 16, directed to be heard before Hall, V.C., on July 30. Cheston & Sons, Great Winchester-street, solicitors for the petitioner

GIFFARD REFRIGERATION COMPANY, LIMITED.—Petition for winding up presented July 19, directed to be heard before Malins, V.C., on July 30. R. Miller & Wiggins, Copthall-court, solicitors for the petitioners

WITHERNSEA BRICK WORKS, LIMITED.—Petition for winding up presented July 14, directed to be heard before Malins, V.C., on July 30. Weed & White, Drapers'-gardens, agents for Thorp & Firth, Kingston-upon-Hull, solicitors for the petitioning company

[*Gazette*, July 20.]

UNLIMITED IN CHANCERY.

WORCESTER, DEAN FOREST, AND MONMOUTH RAILWAY COMPANY.—Petition for winding up presented July 17, directed to be heard before Malins, V.C., on July 30. Mathews & Smith, Broad Sanctuary, Westminster, solicitors for the petitioner

[*Gazette*, July 20.]

COUNTY PALATINE OF LANCASTER.

DONALD MACKINTOSH AND COMPANY, LIMITED.—Petition for winding up presented July 15, directed to be heard before the V.C., at 6, Stone-buildings, Lincoln's-inn, on July 26. Mather, Liverpool, agent for Wood, Wigan, solicitor for the petitioners

[*Gazette*, July 16.]

FRIENDLY SOCIETIES DISSOLVED.

SLINFOLD FRIENDLY BENEFIT SOCIETY, King's Head Inn, Slinfold. July 13

[*Gazette*, July 16.]

It is stated that an agreement has been come to between the representatives of the Associated Chambers of Commerce and the Government with regard to amendments to be introduced in the Partnerships (No. 2) Bill. The Bill, which is now to be proceeded with immediately, will consolidate in one Act the law with regard to private partnership.

Legislation of the Week.

HOUSE OF LORDS.

JULY 15.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Posen's Naturalization, Duke of Leeds Estate, North Metropolitan Tramways, Nottingham Corporation, Banbury and Cheltenham Direct Railway, Great Yarmouth Water, North Staffordshire Railway, Romford Canal, Oldham Improvement, London and South-Western Railway, Halesowen Railway, Hunt's Patent, King's Lynn Corporation, Rickmansworth Extension Railway.

Local Government Provisional Orders (Eastbourne, &c.), Enclosure Provisional Order (Clent-hill Common), Land Drainage Provisional Order (Frodsham, &c.).

BILL IN COMMITTEE.

Enclosure Provisional Order (Abbotside-common) (passed through Committee).

BILLS READ A THIRD TIME.

PRIVATE BILL.—Yeadon and Guiseley Gas (Amendments).

Elementary Education Provisional Order Confirmation (London), Lord Byron's Indemnity.

JULY 16.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Great Western Railway, Dagenham and District Farmers (Optional) Sewage Utilization.

Statutes (Definition of Time), Local Government Provisional Orders (Kingston-upon-Hull, &c.).

BILLS IN COMMITTEE.

PRIVATE BILLS.—Enclosure Provisional Order (Clent-hill Common), Land Drainage Provisional Order (Frodsham, &c.), Local Government Orders (Alnwick Union, &c.) (passed through Committee).

BILLS READ A THIRD TIME.

PRIVATE BILL.—Enclosure Provisional Order (Abbotside-common).

JUNE 19.—ROYAL COMMISSION.

The Royal assent was given by commission to the following Bills:—Union Assessment; House Occupiers in Counties Disqualification Removal (Scotland); County Bridges Loans Extension Act, 1880; Isle of Man Loans; Local Government Board's Provisional Orders Confirmation (Abergavenny, &c.); Local Government Board's Provisional Orders Confirmation (Amersham Union, &c.); Local Government Board's Provisional Orders Confirmation (Poor Law); Gas and Water Orders Confirmation; Local Government Board's Provisional Orders Confirmation (Ashford, &c.); Local Government Board (Ireland) Provisional Orders Confirmation (Dublin, &c.); Regulation (Abbotside) Provisional Order Confirmation; Manchester and Milford Railway (Devil's Bridge Branch Abandonment); Exmouth and District Water; Malton Gas; Caledonian Insurance Companies; London, Tilbury, and Southend Railway (further powers); Wrexham Waterworks; London, Brighton, and South Coast Railway; Wandsworth and Putney Gas; Stafford Corporation; Mersey Railway; Belfast Street Tramways; Lincoln Gas Light and Coke Companies; Lancaster Corporation; Pegwell Bay Reclamation and Sandwich Haven Improvement; Bristol Cemetery; Kensington Improvements; and Lord Byron's Indemnity.

BILLS READ A SECOND TIME.

Taxes (Management).

PRIVATE BILLS.—Great Western Railway, Liverpool Corporation Water, Lynn and Fakenham Railway, Metropolitan District Railway, Hinckley Local Board Gas, Maidstone and Ashford Railway Bills.

BILLS IN COMMITTEE.

Local Government Provisional Orders (Aberavon, &c.), Statutes (Definition of Time), Local Government Provisional Orders (Kingston-upon-Hull, &c.) (passed through Committee).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Posen's Naturalization, London Gaslight Company, Great Western and Monmouthshire Railway and Canal Companies, Reading Gas, Maidstone Gas, Hundred of Hoo Railway, Preston Tramways, Manchester Carriage Company (Limited), Manchester Suburban Tramways Company.

Enclosure Provisional Order (Clent-hill-common), Land Drainage Provisional Order (Frodsham, &c.), Local Government Provisional Orders (Alnwick Union, &c.).

JULY 20.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Hull, Barnsley, and West Riding Junction Railway and Dock, Ramsgate and Margate Tramways.

Pier and Harbours Orders Confirmation, Tramways Orders Confirmation (No. 1), Tramways Orders Confirmation (No. 2).

BILL IN COMMITTEE.

Taxes (Management).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—North Metropolitan Tramways, Ackworth, Featherstone, Purston, and Sharlston Gas, Preston Improvement, Hunt's Patent.

Local Government Provisional Orders (Aberavon, &c.), Statutes (Definition of Time), Local Government Provisional Orders (Kingston-upon-Hull, &c.).

HOUSE OF COMMONS.

JULY 15.—BILLS READ A SECOND TIME.

PRIVATE BILL.—Williamson's Patent.

Industrial Schools Act (1866) Amendment, Merchant Shipping Act (1854) Amendment.

BILLS IN COMMITTEE.

Merchant Seamen (Payment of Wages, &c.), Turnpike Acts Continuance, Universities of Oxford and Cambridge (Limited Tenures), Great Seal (all passed through Committee).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Bristol Cemetery, Dartford Gas, East Norfolk Railway, Kensington Improvements, Mersey Railway, Scarborough and Whitby Railway, South-Eastern Railway, Lord Byron Indemnity (passed through all its stages).

JULY 16.—BILL READ A THIRD TIME.

PRIVATE BILL.—Pegwell Bay and Sandwich Haven Improvement.

BILL READ A FIRST TIME.

Bill to Amend the Merchant Shipping Act, 1854, so far as regards certain Fees and Expenses (Mr. Ashley).

JULY 20.—BILL READ A SECOND TIME.

Savings Banks.

BILL IN COMMITTEE.

Customs and Inland Revenue (clauses 1—10).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Portmadoc Water, Metropolis Improvement Schemes Modification Provisional Order.

JULY 21.—BILL IN COMMITTEE.

Customs and Inland Revenue (clauses 12—43).

BILL READ A THIRD TIME.

Industrial Schools Act (1866) Amendment.

BILL WITHDRAWN.

Highways (Horse-rate).

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Court of Appeal.	Master of the Rolls.	V.C. Malins.
Monday, July 26	Mr. Leach	Mr. Merivale	Mr. Clowes
Tuesday..... 27	Latham	King	Koe
Wednesday.... 28	Leach	Merivale	Clowes
Thursday 29	Latham	King	Koe
Friday..... 30	Leach	Merivale	Clowes
Saturday 31	Latham	King	Koe
	V. C. Bacon.	**V. C. Hall.**	**Mr. Justice Fry.**
Monday, July 26	Mr. Teesdale	Mr. Jackson	Mr. Ward
Tuesday 27	Farrer	Cobby	Pemberton
Wednesday.... 28	Teesdale	Jackson	Ward
Thursday 29	Farrer	Cobby	Pemberton
Friday..... 30	Teesdale	Jackson	Ward
Saturday 31	Farrer	Cobby	Pemberton

Legal News.

In consequence, says the *Times'* reporter, of a very curious blunder on the part of the clerks of the committing magistrates, few of the prisoners at the Surrey Assizes could be tried, for in eight out of the twelve cases the depositions were not returned to the clerk of the assize as they ought to be according to statute where the next gaol delivery will be at the assizes, in order to enable him to draw the indictments for the trial of the prisoners.

Judge Eastman, of Manchester, says the *Western Jurist*, related that at one time General Franklin Pierce was opposed to the Hon. Natt Hubbard in some cause in a New Hampshire court. The general's strong point was his influence over a jury, and in a particular case the eyes of every juryman was suffused with tears by his pathetic pleading. Mr. Hubbard, in a gruff voice, said, in commencing his reply, "Gentlemen of the jury, understand that *I* am not *boring for water*." This opening is stated to have neutralized the effect of the general's eloquence.

In the House of Commons, on the 15th inst., in answer to Mr. Paget, Lord F. Cavendish said,—No change will take place in the system of repayment of expenses of criminal prosecutions under the Summary Jurisdiction Act. The fees to the clerks of the peace and the justices' clerks under the Criminal Justice and Juvenile Offenders Acts have ceased to be payable, but a new table of fees in their place has been recommended by the Secretary of State for adoption by the local authorities, which appears likely to give general satisfaction. In the meanwhile the repayment of costs will be made as nearly as possible in accordance with the rates formerly paid, after examination of the items claimed. The fixed fees under the Criminal Justice Act are—clerk of the peace, 14s.; justices' clerk, 4s. Under Juvenile Offenders Act—clerk of the peace, 8s.; justices' clerk, 2s.

SALES OF ENSUING WEEK.

July 24.—Messrs. ROBERT TIDEY & SON, at Exeter, at 2 for 3 p.m., Leasehold Property (see advertisement, July 17, p. 6).

July 26.—Messrs. FURBER, PRICE, & FURBER, at the Mart, at 1 for 2 p.m., Leasehold Property (this week, p. 5).

July 27.—Messrs. TUNLEY & BOYLE, at the Mart at 2 p.m., Building Land (see advertisement, this week, p. 6).

July 28.—Messrs. CHINNOCK, GALSWORTHY, & CHINNOCK, at the Mart, at 2 p.m., Leasehold Properties (see advertisements, July 10, p. 5).

July 26.—Mr. ELOART, at the Mart, at 1 p.m., Law Fire Insurance Shares (see advertisement, this week, p. 5).

July 28.—Messrs. FAREBROTHER, ELLIS, CLARK, & CO., at the Mart, at 2 p.m., Leasehold Property (see advertisement, July 10, p. 6).

July 28.—Messrs. HARVEY & DAVIDS, at the Mart, at 2 p.m., Freehold Properties (see advertisements, this week, p. 6).

July 30.—Mr. ROBINS, at the Mart, at 12 for 1 p.m., Leasehold Property (see advertisement, July 17, p. 6).

July 30.—Messrs. SADGROVE, at the Mart, Freehold and Leasehold Properties (see advertisements, this week, p. 5).

July 30.—Mr. GEO. JOHN SMITH, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisements, this week, pp. 5, 6).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CROFT.—On July 21, at 28, Royal-crescent, Notting-hill, the wife of Henry Herbert Stephen Croft, barrister-at-law, of a daughter.

EDWARDS.—On July 18, at 67, Queensborough-terrace, W., the wife of John Edwards, Q.C., of a daughter.

GWYNN.—On July 17, at 35, Cornwallis-terrace, Clifton, the wife of H. T. M. C. Gwynn, solicitor, of a son.

HARPER.—On July 19, at Brentwood, the wife of Thomas Etheridge Harper, solicitor, of a son.

ROBINS.—On July 15, at Carlton-crescent, Southampton, the wife of Henry Edward Robins, solicitor, of a daughter.

SMITH.—On July 20, at The Hollies, Nailsworth, the wife of Alfred Edward Smith, solicitor, of a daughter.

WILLIAMS.—On July 11, at Weston Favel, Jamaica, the wife of Frederic Conde Williams, district court judge, of a son.

MARRIAGES.

PELLATT—MACKAY.—On July 17, at St. James's, Kennington, D P. Pellatt, solicitor, Banbury, to Jessie, daughter of the late Angus Mackay.

SCHOOLES—RIED.—On June 17, at St. George's Church, Basseterre, St. Kitt's, West Indies, Henry Rawlins Pipon Schooles, barrister-at-law, Attorney-General of British Honduras, to Caroline, daughter of the Honourable W. W. Ried, of Duporta, St. Kitt's.

DEATH.

HAYNES.—On July 12, at Donhead Lodge, Wimbledon, Freeman Oliver Haynes, of Lincoln's-inn, barrister-at-law, aged 61.

LONDON GAZETTES.

Bankrupts.

FRIDAY, July 16, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Bell, Richard Johnston, Newman st, Oxford st. Pet July 13. Hazlitt. July 30 at 12.30.

Clark, Joseph William, High Holborn, Estate Agent. Pet July 13. Hazlitt. July 30 at 1

French, Emily, Bromehead st, Commercial rd. Pet July 14. Brougham. July 27 at 12

Salisbury, William Bell, Wanstead, Essex, Shipwright. Pet July 2. Hazlitt. July 30 at 12

To Surrender in the Country.

Chiverton, James, Ryde, Isle of Wight, Wine Merchant. Pet July 13. Blake. Newport, July 28 at 3

French, John, and Edward French, Aylesford, Kent, Barge Owners. Pet July 13. Scudamore. Maidstone, July 29 at 11

Horton, George, Harley, Salop, Farmer. Pet July 13. Peele. Shrewsbury, July 27 at 11

Knowles, Alfred Bacon, Derby, Linen Draper. Pet July 12. Weller. Derby, Aug 3 at 12

Lawford, Henry, Gt Stanmore, Builder. Pet July 10. Edwards. St Albans, July 24 at 10

Robinson, James White, Over, Cambridge, Gent. Pet July 10. Eaden. Cambridge, July 27 at 12

Wright, James, Ridgewell, Essex, Farmer. Pet July 13. Eaden. Cambridge, July 28 at 10

TUESDAY, July 20, 1880.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Buckley, Edward Henry, Riley st, Bermondsey, Woollen Manufacturer. Pet July 17. Pepys. July 30 at 2

McLean, John Allan, Brewery rd, Caledonian rd, Engineer. Pet July 19. Pepys. Aug 4 at 12

Tushaw, James, Chicksand st, Spitalfields, Sawyer. Pet July 16. Pepys. July 30 at 12

To Surrender in the Country.

Dean, Henry George, Milton, nr Gravesend, Kent, Tavern Keeper. Pet July 15. Hayward. Rochester, Aug 9 at 2

Ellis, Eliza, Clay Cross, Derby, Farmer. Pet July 14. Wake. Chesterfield, Aug 20 at 10

Frodsham, A E , Liverpool. Pet July 15. Bellringer. Liverpool, Aug 3 at 12

Kerr, John, Ardwick, Manchester, Draper. Pet July 15. Lister. Manchester, Aug 9 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, July 16, 1880.

Cole, Samuel, South Camp, Aldershot, Quartermaster in her Majesty's Royal Engineers. Mar 18

TUESDAY, July 20, 1880.

Morton, Charles, Alwyne rd, Canonbury, Theatrical Manager. July 9

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, July 16, 1880.

Abbott, Edmund Henry, Ladbroke-grove, Tobacconist. July 26 at 1 at 48, Southampton bldgs, Chancery lane. Norris

Anderson, Walter Gowans, Paternoster row, India Rubber Stamp Manufacturer. Aug 3 at 3 at offices of Morphett and Littlejohn, King st, Cheapside. Terry, King st

Andrews, James, East Chinnock, Somerset, Baker. July 30 at 10.30 at offices of Watts, Yeovil

Barnett, James, Cwm, Radnor, Farmer. Aug 4 at 4.30 at offices of Cheese, Broad st, Hay

Batty, William, Liverpool, Bootmaker. July 29 at 3 at offices of Oliver and Co, Cook st, Liverpool

Baume, James Edward, Halifax, Grocer. Aug 2 at 11 at offices of Creditors' Association, Crown st, Halifax

Beagle, George Henry, North Shields, Grocer. Aug 6 at 12 at offices of Whitehorn, Camden rd, North Shields

Bell, Richard, Nottingham, out of business. July 9 at 3 at offices of Cranch, Poultry arcade, Nottingham

Broughton, George, Fairfax rd, St John's Wood, Cheesemonger. July 28 at 12 at offices of Matthews and Wells, John st, Bedford row

Brown, Edgar James, Bristol, Oilman. July 24 at 12 at offices of Essery, Guildhall, Broad st, Bristol

Bucknell, Aldred Holcombe, Pulborough, Sussex. Aug 3 at 1 at 11, Brownlow st, Holborn Mans, Storrington

Bulpin, Charles, Taunton, Somerset, Hay Dealer. July 29 at 11 at offices of Reed and Cook, Paul st, Taunton

Cadogan, Charles John, Camberwell rd, Grocer. July 28 at 3 at the Creditors' Association, Arthur st. Tanner

Calvert, George, Ince-in-Mackerfield, Lancaster, Furniture Dealer. July 27 at 3 at offices of Wood, King st

Carter, George, Moorfields, Gloucester, Painter. July 27 at 12 at offices of Clifton and Carter, Broad st, Bristol

Chandler, John, Hudswell, York, Labourer. Aug 2 at 11 at house of Hall, Innkeeper, Thrisk. Lawrence and Thompson, Richmond

Cheetham, Samuel, Pendleton, Lancaster, Builder. Aug 6 at 3 at offices of Grundy and Co, Brook st, Manchester

Cook, Thomas. Tividale, Stafford, Grocer. July 28 at 11 at offices of Shakespeare, Church st, Oldbury

Cooper, Thomas, Brixton, Norfolk, Grocer. July 28 at 3 at offices of Kent, St Andrew's Hall plain, Norwich

Corfield, Harry, Walsall, Stafford, Grocer. July 29 at 11 at offices of Stanley, Bridge st, Walsall

Cornford, Catherine, Trinity sq, Tower hill, Wine and Spirit Merchant. Aug 4 at 3 at the Guildhall Coffee-house, Gresham st, Wild and Co, Ironmonger lane

Coulson, William, Sidmouth, Devon, Hotel Proprietor. July 29 at 12 at the Castle Hotel, Castle st, Exeter. Radford

Curtis, Henry, Countesthorpe, Leicester, Grocer. July 30 at 3 at offices of Wright and Hincks. Belvoir st, Leicester

Daniels, Philip Joseph, and Bernard Pauncefote, Brabant ct, Philpot lane, Wine Merchants. Aug 6 at 2 at Cannon st Hotel, Cannon st. Stokes and Co, Gt St Helens

Davies, Charles, Llanelly, Carmarthen, Accountant. July 29 at 12 at offices of Lloyd, King st, Carmarthen

Davies, John, Bristol, Butcher. July 29 at 12 at offices of Sibly, Exchange West, Bristol

Day, Alexander, Church st, Bethnal Green rd, Upholsterer. July 26 at 11 at Unicorn Tavern, Vivian rd, Old Ford. Hicks, Grove rd, Victoria pk

Deards, James, Sutton, Surrey, Builder. July 27 at 12 at offices of Fleet, Hatton gdn

Delany, John Alfred, Darlaston, Stafford, Ironmonger. July 28 at 3 at Lion Hotel, Church st, Darlaston. Cresswell, Willenhall

Douglas, William, and William Britton, Bristol, Machinists. July 31 at 2 at offices of Dodds, Shannon ct, Bristol. Moseley, Bristol

Dunster, John Cotty, Appach rd, Brixton, Professor of Music. July 31 at 12 at offices of Christmas, Walbrook

Edwards, David, Blaenant, Carmarthen, Mason. July 30 at 12 at offices of Walters, Green gate, Lampeter

Eskdale, John William, North Shields, Ship Chandler. Aug 3 at 1 at offices of Kewney, Norfolk st, North Shields

Foreshew, Robert, Preston, near Brighton, Commercial Traveller. Aug 9 at 3 at offices of Mills, New road, Brighton

France, Samuel, and Robert Marsden, Southport, Lancaster, Joiners. Aug 5 at 3 at offices of Barker and Clarke, London s, Southport

Garner, Martha, Liverpool, Licensed Victualler. July 28 at 3 at offices of Lupton, Sweeting-street, Liverpool

Gibbs, Simeon, New Swindon, Wilts, Innkeeper. July 29 at 2 at offices of Jackson, Albion bldngs, New Swindon

Gillott. Thomas Henry, and Edwin Charles Robinson, Coventry, Ironmongers. July 28 at 3 at the Midland Hotel, Birmingham. Woodcock, Coventry

Gordon, Frederick Douglas, West Hartlepool, Durham, out of business. July 28 at 3 at offices of Wilson, Church st, West Hartlepool

Gould, Edward, Widnes, Lancaster, Grocer. July 29 at 3 at offices of Spencely, South John st, Liverpool

Greenaway, John, Lower Gornal, Stafford, Coalmaster. July 28 at 11 at offices of Homer, High st, Brierley hill

Guest, Barnett, Oldberrow, Worcester, Farmer. July 29 at 3 at offices of Fallows, Cherry st, Birmingham

Haigh, Henry, jun, Bramley, nr Leeds, Grocer. July 28 at 3 at offices of Granger, Bank st, Leeds

Hall, George, Felling, Durham, Chemist. July 26 at 11 at offices of Moody, Clayton st West, Newcastle-on-Tyne

Hall, William, Great Bridge, Stafford, Butcher. July 28 at 3 at offices of Shakespeare, Church st, Oldbury

Harris, Phillip, High st, Aldgate, General Draper. Aug 5 at 3 at offices of Emanuel and Sims, Finsbury circus

Hartopp, William, and George Freeman, Leicester, Carriage Builders. July 28 at 3 at offices of Smart, Silver st, Leicester. Buckby, Leicester

Hawkins, Cornelius, Skipton, York, Game Dealer. July 28 at 11 at the Queen Hotel, Wellington st, Leeds. Paget, Skipton

Hepworth, Friend Haigh, Newton, nr Wakefield, Tailor. July 29 at 3 at offices of Burton, Wood st, Wakefield

Hopcraft, Thomas Smith, Snaresbrook, Essex, Advertising Agents Manager. July 26 at 2 at offices of Rae, Mincing lane

Hughes, Edward, St Martin's, Salop, Farmer. July 29 at 2 at the Public Hall, Oswestry. Minshalls and Co

Janman, Thomas, Chichester, Sussex, Solicitor. July 27 at 3.30 at the Dolphin Hotel, Chichester. Nye, Brighton

Johnson, John, South Beddington, Surrey, Baker. Aug 7 at 2 at the offices of Young, North End, Croydon

Jones, Matthew William, Nottingham, Licensed Victualler. July 27 at 3 at offices of Lees, Severn chmbrs, Middle pavement, Nottingham

Jones, Thomas, Manchester, Merchant. July 28 at 12.30 at 35, Brazennose st, Manchester. Hall and Son, Manchester

Langford, William Edwin, Taunton, Somerset, Innkeeper. July 31 at 11 at offices of Reed and Cook, Paul st, Taunton

Langlois, Peter. Swansea, Ship Chandler. July 27 at 2 at offices of Smith and Lawrence, Cambrian place, Swansea

Lawton, Tom Henry, Leicester, Hair Dresser. July 30 at 3 at offices of Smart, Silver st, Leicester. Buckby, Leicester

Lee, James, Bagshot, Surrey, Carpenter. Aug 4 at 11 at offices of Cave, Bracknell

Lewington, Eliza Elizabeth, Gosport, Hants, Boot Factor. July 28 at 4 at offices of King, North st, Portsea

Lewis, Charles, Bristol, Tailor. July 29 at 2 at offices of Sibly, Exchange West

Lloyd, George, Birmingham, Packing Case Manufacturer. July 28 at 3 at offices of Jaques, Temple row, Birmingham

Longrigg, Dean, Seymour chambers, Adelphi, Surgeon. July 31 at 12 at the Guildhall Coffee Tavern, Gresham st. Barnes, Finsbury pavement

Lovelock, George William, Wallingford, Berks, Butcher. July 29 at 12.30 at the George Hotel, High st, Wallingford
Lovett, Frederick John, Birkenhead, Chester, out of business. July 29 at 11 at offices of Etty, Lord st, Liverpool
Marrable, John, Ramsgate, Kent, Auctioneer. Aug 10 at 3 at the Masons' Hall Tavern, Basinghall st
Maxwell, William Thomas, New Kent rd, Newington, News Agent. July 31 at 2 at offices of Waring, Borough High st, Southwark
Middlewood, William, Stretford, near Manchester, Contractor. July 29 at 3 at offices of Johnson, Brazennose st, Manchester
Missing, Thomas Henry, Woodland cottages, Gunnersbury, Writer in the Civil Service. July 31 at 3 at 23, Bow lane
Moore, John George, Fishponds, near Bristol, Builder. July 26 at 12 at offices of Evans, Exchange buildings East, Bristol
Mowat, James, and Alexander Melville Mowat, Wisbech, Cambridge Clothiers. July 29 at 2 at offices of Butcher, Cheapside
Neave, Henry William, Halstead, Essex, Butcher. July 28 at 10 at offices of Smoothy, Braintree
Needley, Arthur, Cottingham, York, Grocer. July 28 at 12 at offices of Stead and Sibree, Bishop lane, Kingston-upon-Hull
Noblett, Alfred, Preston, Lancaster, Cork Manufacturer. July 27 at 10 at offices of Blackhurst, Fox st, Preston
Oxley, George, Harrietsham, Kent, Butcher. July 31 at 11.30 at the Bell Hotel, Maidstone. Gibson, Sittingbourne
Paget, John, Ebbw Vale, Monmouth, Boot and Shoe Maker. August 3 at 11 at offices of Sheppard, Queen st, Tredegar
Parker, William, Stokes Giffard, Gloucester, Mason. July 27 at 2 at offices of Clifton and Carter, Broad st, Bristol
Patterson, Constance Louisa, Yeovil, Somerset, Stationer. July 28 at 2 at Inns of Court Hotel, Holborn. Watts, Yeovil
Penstone, Joseph, Saint John's rd, Hoxton, Grocer. August 3 at 2 at Creditors' Association, Arthur st, East. Carter and Bell, Eastcheap
Pentelow, William, Peterborough, Draper. July 30 at 11 at Angel Hotel, Peterborough
Pilgrim, George, Holloway rd, Draper. July 26 at 3 at offices of Ogle, King's cross rd, Gray's inn road
Plant, John, jun, Altrincham, Cheshire, Ginger Beer Manufacturer. Aug 3 at 3 at offices of Nicholls and Co, Market st, Altrincham
Plummer, Henry, The Limes, London rd, Hounslow, Wheelwright. July 29 at 3 at offices of Grain and Nazer, Castle st, Holborn
Pratt, William, Brixton rd, Poulterer. July 24 at 2 at offices of Armstrong, Chancery lane
Proctor, Thomas, Cardiff, Glass Dealer. July 16 at 11 at 80, St. Mary st, Cardiff
Purves, Ellenor, Brent st, Hendon, Court Milliner. July 23 at 3 at Masons' Hall Tavern, Masons' avenue, Basinghall st
Reeves, George Thomas, Hastings, Furniture Dealer. July 28 at 12 at Law Institution, Chancery lane. Davenport and Co, Hastings
Rhodes, George, Mottram-in-Longdendale, Chester, out of business. July 30 at 3 at offices of Smith, Hyde lane, Hyde
Robinson, Abraham, Halifax, Cotton Manufacturer. July 27 at 2 at White Lion Hotel, Hebden Bridge. Franklin and Humphreys, Halifax
Robinson, Francis, Thornton, York, Contractor. July 26 at 11 at offices of Ray, Aldermanbury, Bradford
Read, Thomas, Blandford Forum, Dorset, Smith. July 28 at 1 at offices of Brennand, Blandford
Robinson, Thomas, Halifax, out of business. July 27 at 3 at the White Lion Hotel, Hebden Bridge. Franklin and Humphrey, Halifax
Robinson, William John, High st, Guildford, Butcher. July 26 at 11 at 134, High st, Guildford. Armstrong, Chancery lane
Rogers, Robert, Binnington, Stockport, Drill Inspector. July 27 at 11 at the Clarence Hotel, Piccadilly, Manchester. Harris, Manchester
Rodway, Joseph William, Haggerston rd, Haggerston, Greengrocer. July 28 at 3 at offices of Verpede, New Broad st
Rostron, John, Manchester, Licensed Victualler. Aug 9 at 3 at offices of Garthwaite, Brazennose st, Manchester
Ruel, Walter, Lambeth walk, Surrey, Grocer. July 23 at 3 at offices of Betts and Son, Eastcheap. Cattlin, Wormwood st, Old Broad street
Russell, Thomas, Guildford, Surrey, Solicitor. July 26 at 1 at the White Lion Hotel, Guildford. Bolton and Co, Lincoln's-inn-fields
Russell, William John, Wilton rd, Shepherd's Bush, House Decorator. July 26 at 3 at the Rider's Hotel, Holborn. Hope, Bell yd, Fleet st
Shaw, Joe, Wakefield, York, Tailor. July 28 at 3 at offices of Dryden, King st, Wakefield
Smith, Thomas William, Nottingham, Auctioneer. Aug 3 at 3 at offices of Smith, Brougham cambers, Wheeler gate, Nottingham, Buckby, Leicester
Stacey, George, Cardiff, Licensed Victualler. July 28 at 11 at offices of Tribe and Co, Crockherbtown
Stephens, Edwin, Drury lane, Grocer. July 29 at 2 at offices of Farlow and Jackson, St Benet pl, Gracechurch st
Sterling, Thomas, Monkwearmouth, Durham, Fruit Merchant. July 30 at 11 at offices of Keenlyside and Co, Grainger st West, Newcastle-upon-Tyne
Tall, Edward, Clarence rd, Hackney, Confectioner. Aug 9 at 3 at offices of Rumney, Walbrook
Taylor, William White, South Shields, Wine Merchant. Aug 5 at 3 at the Law Society, Royal arcade, Newcastle-upon-Tyne
Thacker, George, jun., Hanley, Stafford, out of business. Aug 3 at 11 at offices of Sword, Chesapside, Hanley
Turner, James Bressey, Newton Abbot, Devon, Commission Agent. Aug 3 at 2 at the Craven Hotel, Craven st, Strand. Francis and Co
Vickerman, Henry, Bentley, near Doncaster, Stuff Marchant. Aug 4 at 3 at the George Hotel, Market st, Bradford. Shirley and Co
Wade, Richard, Wickford, Essex, Farmer. July 30 at 3 at 40, Southampton buildings, Holborn. Cooper, Chancery lane
Walker, Charles, Northallerton, York, Cabinet Maker. July 30 at 3 at the Masons' Arms Inn, Northallerton. Fowle, Northallerton
Walmsley, John, Blackburn, Lancaster, Printer. July 29 at 3 at offices of Brothers. Exchange Flags, Blackburn
Ware, Tom, Scunthorpe, Lincoln, Clothier. July 26 at 11 at offices of Spurr, Market place, Hull
Welch, Thomas, and James Lenton, Coventry, Manufacturers of Silk Book Markers. July 28 at 2 at offices of Bailey lane, Coventry. Fitter, Birmingham
White, Thomas, Bradford, Bradford, York, Fruit Salesman. July 28 at 11 at offices of Berry, and Robinson, Charles st, Bradford
Whiteley, Alfred, Leeds, Boot Maker. July 30 at 2 at offices of Whiteley, Albion st, Leeds
Williams, Albert William, Bushbury, Stafford, Builder. July 30 at 11 at offices of Vaughan, Walsall st, Willenhall
Williams, Evans, Saltney, Chester, Butcher. July 31 at 3 at offices of Ellis, Newgate st, Chester
Williams, John August, Liverpool, Master Mariner. July 31 at 11 at offices of Lowe, Mount Pleasant, Liverpool
Williams, Margaret, Llanstephan, Carmarthen, Lodging house Keeper. July 28 at 2 at offices of Morris, Quay st, Carmarthen
Wiseman, James, Bradford, York, Grocer. July 31 at 11 at 35, Kirkgate, Bradford

TUESDAY, July 20, 1880.

Ashbrook, Thomas, and James Ashbrook, Manchester, Provision Merchants. Aug 3 at 3 at offices of Addleshaw and Warburton, Norfolk st, Manchester
Balm, Joseph, Tickhill, York, Fishmonger. July 31 at 12 at offices of Pearson and Burtonshaw, Priory pl, Doncaster
Barrow, Thomas Fletcher, Chorley, Lancaster, Veterinary Surgeon. Aug 9 at 11 at offices of Jackson, High st, Chorley
Bell, Richard, Nottingham, out of business. Aug 9 (and not July as erroneously printed in last Gazette) at 3 at offices of Cranch, Poultry arcade, Nottingham
Birley, Arthur John, Leeds, Painter. Aug 3 at 3 at offices of Brooks, Bond st, Leeds
Boyd, William, Walker, Northumberland, General Carman. Aug 3 at 2 at offices of Clark, Grainger street West, Newcastle-upon-Tyne
Brame, Samuel, Birmingham, Silver Chain Manufacturer. July 28 at 2 at the Queen Hotel, Stephenson place, New st, Birmingham. Peet, Birmingham
Bruton, Thomas, Nailsworth, Gloucester, Grocer's Assistant. Aug 2 at 4 at offices of Jackson, George st, Gloucester
Budden, George Henry, Princes rd, Notting hill, Grocer. July 30 at 2 at offices of Wills, South sq, Gray's inn
Burton, John, West Bromwich, Stafford, Boat Steerer. Aug 6 at 11 at offices of Shakespeare, Church st, Oldbury
Campbell, Charles, Devonport, Army Pay Department. Sept 28 at 12 at the Inns of Court Hotel, Holborn. Pearse, Plymouth
Cattaneo, Joseph, Lorrimore rd, Kennington, Commission Agent. Aug 4 at 10 at offices of Wright, 64 Portland st
Cattermole, George Henry, Birmingham, Grocer. July 30 at 3 at at offices of Jacques, Temple row, Birmingham
Chamberlaine, Charles Collin, St Charles sq, North Kensington, Gent. Aug 10 at 12 at offices of Lee, Gresham buildings, Basinghall st
Chapman, Edmund Berry, Finedon, Northampton, Farmer. Aug 4 at 11 at offices of Pearse and Co, Market sq, Wellingborough
Chapman, Thomas, Thorsdale rd, Hornsey rd, Builder. July 29 at 2 at Masons' Hall Tavern, Masons' avenue, Basinghall st. Bassett, City rd
Chilvers, Albert Alexander, Heigham, Norwich, Publican. Aug 3 at 3 at offices of Overby and Gilbert, Upper King st
Chrisp, Edmund, Earsden, Northumberland, Grocer. July 31 at 11 at offices of Duncan and Duncan, Market pl, South Shields
Cliff, William, Manchester. Aug 12 at 2 at Moseley Hotel, Piccadilly, Manchester. Booth, Manchester
Cook, John, Kingston-upon-Hull, Eating House Keeper. Aug 4 at 3 at offices of Singleton, Cogan's chambers, Bowlalley lane, Kingston-upon-Hull
Cooke, John William, Thistle grove, Brompton, Riding Master. Aug 10 at 12 at offices of Guscotte and Co, Essex st, Strand
Cooper, James, Fenton, Stafford, Butcher. July 31 at 11 at offices of Tennant and Co, Cheapside, Hanley
Coulson, James Harrison, Sunderland, Durham, Sculptor. July 30 at 11 at offices of Tustin, Arcade chambers, Sunderland. Brown, Sunderland
Cummins, William Bernard, Toxteth park, Liverpool, Grocer. July 30 at 3 at offices of Roose and Price, North John st, Liverpool. Evans and Co, Liverpool
Davenport, Thomas, Radcliffe, Lancaster, Cotton Spinner. Aug 9 at 3 at offices of Rylance, Essex st, Manchester
Dee, William, Hidcott, Boyce, Gloucester, Cattle Dealer. July 29 at 2 at the Lygon Arms, Chipping Campden. Barkes, Moreton-in-Marsh
Dinwiddie, Thomas, Latchford, Chester, Commercial Clerk. July 31 at 10-30 at offices of Davies and Co, Market place, Warrington
Down, John, South Molton, Devon, Painter. July 30 at 12 at offices of Crosse and Co, Bridge bldngs, Barnstaple
Duffield, William, and George Duffield, Copperfield rd, Mile End, Confectioners. July 29 at 12 at offices of Hart and Co, Moorgate st. Ratcliff and Son
Dumelow, Sarah Maria, and Mary Ann Dumelow, Coventry, Dealers in Fancy Goods. July 30 at 12 at offices of Peirson, Jordan Wall, Coventry
Dunsford, Alfred William, and John Alfred Mills, Strand, Tailors. Aug 11 at 2 at offices of Taylor, Old Burlington st
Eastwood, Charles William, Halifax, Innkeeper. Aug 10 at 3 at offices of Foster and Co, Townhall chmbrs, Halifax
Fairbairn, Alfred, Snaith, York, Bricklayer. Aug 3 at 11 at the Foresters' Room, Crown court, Wakefield. Mander and Son, Wakefield
Farmer, Richard, Barrow-in-Furness, Baker. Aug 2 at 3 at the Victoria Hotel, Church st, Barrow-in-Furness. Barrow, Barrow-in Furness
Fuller, Thomas, Uphaven, Carrier. Aug 7 at 11 at offices of Butcher, St John's st, Devizes

Garbutt, James Graydon, Stockton-on-Tees, Builder. Aug 12 at 11 at offices of Dodds and Co, Finkle st, Stockton-on-Tees
Geden, John, Eatington, Warwick, Draper. July 30 at 12 at offices of Kilby and Mace, Banbury
Gelder, Machiel Van, Finsbury Park rd, Meat Salesman. Aug 3 at 12 at London Joint Stock Bank chambers, West Smithfield. Seymour Hubbard, West Smithfield
Gillbanks, Thomas Jackson, Churchhill rd, Dartmouth Park, Dealer in Cigars. July 30 at 1 at offices of Willis, Charles sq, Hoxton
Goodworth, George, Goole, York, Coal Dealer. Aug 6 at 3 at offices of Hind and Everett, Goole
Greenhill, George, Poole, Accountant. Aug 4 at 3 at offices of Travers, King st, Poole
Griffiths, George, Burslem, Stafford, Potters' Fireman. July 30 at 10.30 at Queen's chambers, Burslem. Julian
Guest, John, Fishmonger alley, Fenchurch st, Music Publisher. July 28 at 3 at offices of Knight, Bow st, Covent Garden
Hammond, Anne, St John's, Kent, Milliner. Aug 10 at 3 at offices of Staniland, Hare pl, Fleet st
Hebden, Herbert, Bolton, Lancaster, Cotton Spinner. Aug 5 at 3 at offices of Sale and Co, Booth st, Manchester
Heisch, Philip Lowdell, Kennington rd, Mariner. July 30 at 10 at offices of Lewis, Chancery lane. Abbot, Blackfriars rd
Henrie, James, Redcar, York, Hair Dresser. Aug 5 at 10 at offices of Ward, Albert rd, Middlesborough
Hiscock, Thomas John, and John Holmes Lyon, Greenwich, Builders. Aug 4 at 3 at offices of Bristow and Shepherd, Cannon st
Hodge, John, Exmouth, Baker. Aug 3 at 12 at offices of Fewings and Oakley, Queen st, Exeter. Luke
Ibberson, William, Soothill, York, Contractor. Aug 4 at 11 at offices of Lake and Lake, Southgate, Wakefield
Jackson, John, Dewsbury, Plumber. July 30 at 3 at offices of Chadwick and Sons, Church st, Dewsbury
Jenkins, David, Swansea, Ship Owner. Aug 5 at 12 at offices of Jenkins, Church st, Aberavon
Johnstone, David, Chester, Draper. Aug 2 at 11 at Wellington Hotel. Nicholas Croft, Manchester. Lowe, Liverpool
Jones, Richard, Ruthin, Denbigh, Innkeeper. July 31 at 2 at Wynnstay Arms Hotel, Ruthin. Edwards, Ruthin
King, Thomas Croose, Brierley Hill, Stafford, Clerk. Aug 3 at 11 at 92, High st, Brierley Hill. Clulow
Kirkham, Charles, Leek, Stafford Printer. Aug 2 at 2 at offices of Hacker and Allen, St Edward st, Leek
Laycock, Henry Rayner, Bradford, Hay Dealer. Aug 3 at 11 at Bull and Bell Hotel, Briggate, Leeds. Last and Betts, Bradford
Laverick, James, Monkwearmouth, Sunderland, Draper. Aug 11 at 12 at offices of Robinson, John st, Sunderland
Lees, Thomas, Earlsdon, near Coventry, Builder. Aug 5 at 11 at offices of Goate, Priory row, Coventry
Legge, Henry, Middlesborough, Innkeeper. July 31 at 1 at 36, Gosford st, Middlesborough. Dobson
Lewis, Richard, Wolverhampton, Paperhanger. July 31.30 at 10 at offices of Rudland, Queen st, Wolverhampton
Maile, Alfred Frank, and William Barraud, Leicester, Boot and Shoe Factors. Aug 3 at 3 at offices of Wright and Hincks, Belvoir st Leicester
Mason, Edward, Kenyon Junction, near Manchester, out of business. July 30 at 3 at offices of Chew and Sons, Swann st, Manchester
Miller, John, Norwich, Boot Maker. July 31 at 11 at 30, Burr st, Norwich
Morgan, David, Eglwysilan, Glamorgan, Miller. Aug 5 at 11 at offices of Morgan, Albert chambers, Cardiff
Owencroft, John Gordon Hastings, Cheapside, Warehouseman. Aug 12 at 3 at offices of Munns and Longdon, Old Jewry
Owton, George, Colden Common, Southampton, Wheelwright. Aug 7 at 2 at offices of Adams and Co, Jury st, Winchester
Parry, James, Nelson, Ince-within-Makerfield, Lancaster, Milk Dealer. Aug 3 at 3 at offices of Wood, King st, Wigan
Payne, Henry George, East Grinstead, Sussex, Boot Maker. Aug 5 at 3 at offices of Fearless and Beeching, Tunbridge Wells
Pendergrast, John, Bedford, Leigh, Lancashire, Fish Dealer. Aug 4 at 3 at the Courts Hotel, Church st, Leigh. Buckley
Perkin, John, Stone, Stafford, out of business. July 31 at 11 at offices of Ashmall, Albion st, Hanley
Phillips, William Henry, Wolverhampton, Grocer. Aug 4 at 11 at offices of Rutland, Queen st, Wolverhampton
Price, John, Alma rd, East Hill, Wandsworth, Builder. July 31 at 12 at offices of Houlders, Barbican
Pye, Henry, Pendock, Worcester, Beer Seller. July 3 at 11 at offices of Moore and Romney, Tewkesbury
Radcliffe, Jacob Henry, Oldham, Lancashire, Cotton Waste Manufacturer. July 30 at 3 at the Dog and Partridge Hotel, Fennel st, Manchester. Clegg, Oldham
Rhodes, John, Barnsley, York, Outfitter. Aug 10 at 11 at Tyas and Company, Regent st, Barnsley
Roach, John, Bristol, Shopkeeper. July 31 at 11 at offices of Andrews, Nicholas st, Bristol
Shann, John, Clifford, York, Currier. Aug 3 at 3.30 at offices of Hopps and Bedford, Bank st, Leeds
Shears, John, Jameston, Pembroke, Grocer. Aug 3 at 10.15 at offices of Gwynne and Stokes, Crackwell street, Tenby
Sherratt, Thomas, Bugiawton, Cheshire, Farmer. Aug 2 at 11 at offices of Cooper, Townhall chambers, Congleton, Cheshire
Stewart, Michael, sen, Accrington, Lancaster, Machine Broker. Aug 4 at 3 at the Royal Hotel, Blackburn rd, Accrington. Whalley, Accrington
Swann, John, sen, Nottingham, Joiner. July 30 at 12 at offices of Belk, Middle pavement, Nottingham
Thornton, Thomas, Neath, Glamorgan, Engine Driver. Aug 3 at 11 at offices of Seale, Orchard pl, Neath
Turner, Samuel, Florence, Stafford, Hay Dealer. July 30 at 3 at offices of Kent, Chancery lane, Longton
Walker, Thomas, Bradford, India Rubber Merchant. Aug 4 at 10.30 at offices of Hutchinson, Piccadily chambers, Piccadilly, Bradford
Ward, Walter Seawell, Bradford, Tailor. July 31 at 11 at offices of Berry and Robinson, Charles st, Bradford
Ward, William Carey, Southport, Lancaster, Draper. Aug 3 at 3 at offices of Lynch and Teebay, Castle st, Liverpool
Whitehead, John Blakeley, Manchester, Grey Cloth Commission Agent. Aug 6 at 3 at offies of Sale and Co, Booth st, Manchester
Whitley, Benjamin, Leeds, Grocer. July 30 at 3 at offices of Fordland Warren, Albion st, Leeds
Whittaker, James, Brindle, Lancaster, Farmer. Aug 2 at 3 at the Shelley Arms Hotel, Fishergate Preston. Whitfield, Chorley
Wilcox, Isaac Francis, Hart st, Wood st, Licensed Victualler, Aug 4 at 3 by special leave, Harcourt, Moorgate st
Williams, William, Dowlais, Glamorgan, Grocer. Aug 3 at 1 at offices of James and Co, High st, Merthyr Tydfil
Wilson, Thomas, Manchester, Cabinet Maker. Aug 3 at 2 at the Cathedral Hotel, Fennell st, Manchester. Law, Manchester
Wiseman, Edward, Bradford, York, Stone Mason. July 28 at 11 at offices of Singleton, New Booth st, Bradford
Wood, Septimus Frederick, Spennymore, Durham, Grocer. Aug 4 at 2 at Wholesale Traders' Association, High st, Stockton-on-Tees
Woodley, Robert Henry, Oak lane, Limehouse, Cooper. Aug 5 at 3 at Guildhall Tavern, Gresham st. Brown, Basinghall st
Yarnold, Jonathan, Hyde, Chester, Machinist. Aug 3 at 3 at the Clarence Hotel, Piccadilly, Manchester. Stead, Manchester
Zeller, Francis Joseph, West Bromwich, Stafford, Brewer. Aug 4 at 11 at offices of Jackson and Sharpe, High st, West Bromwich
Zorn, John Theodore, Dalling rd, Hammersmith, Commercial Clerk. July 28 at 11 at Masons' Hall Tavern, Masons' Avenue, Basinghall st. Waring, Borough High st

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